

1. Public Hearing / Ninth Amendment / Solid Waste Handling Services Agreement with Recology - Auburn Placer / Modification to Transfer Station Tipping Fees and Garbage Collection Fees

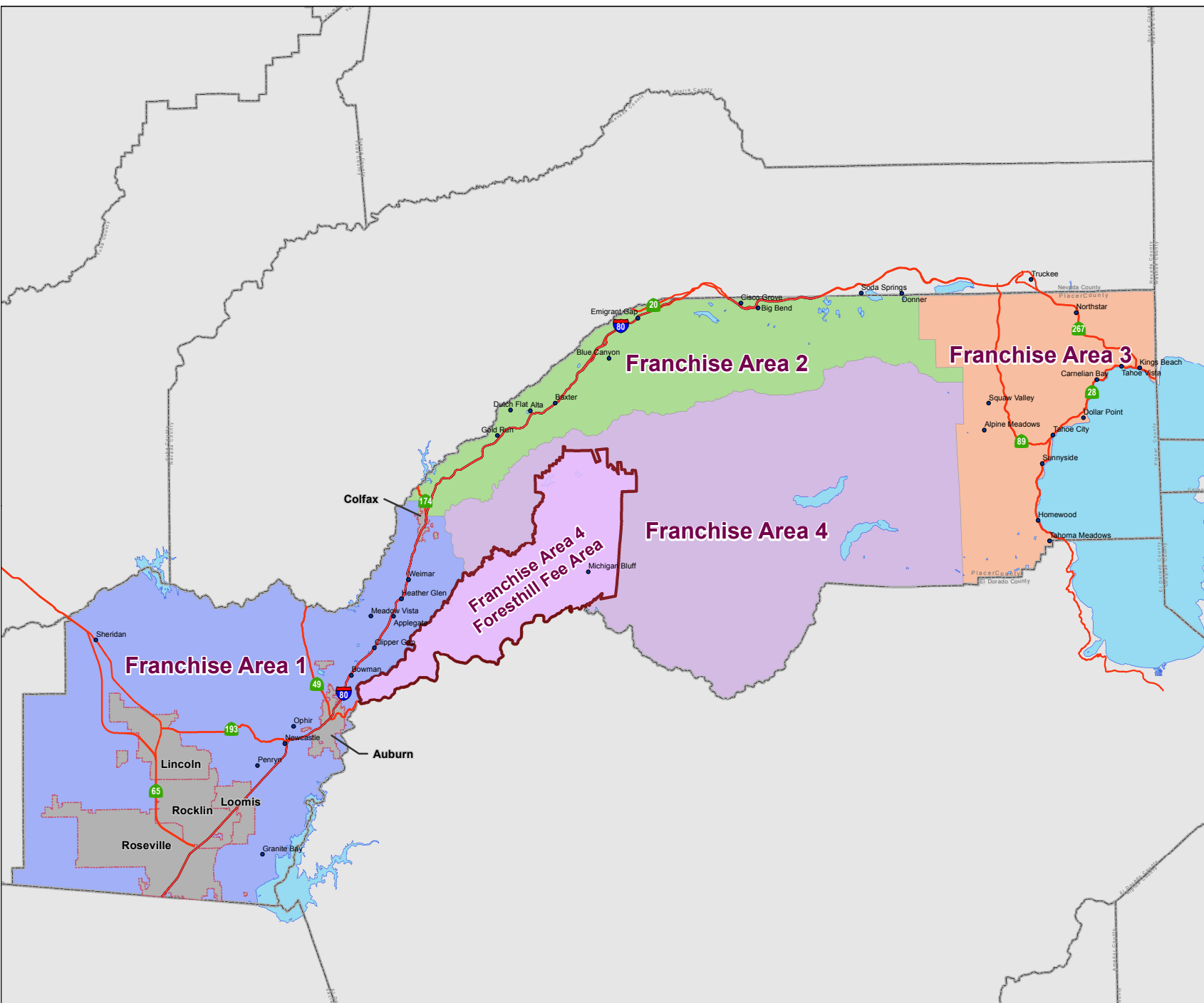
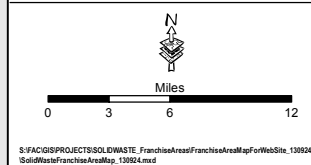


Placer County  
Solid Waste Franchise Areas

September 24, 2013

**Legend**

- Franchise Area 1
- Franchise Area 2
- Franchise Area 3
- Franchise Area 4
- City Boundaries
- Highway
- Lakes



**Attachment B**

**FRANCHISE AREA 1 & 4  
PROPOSED GARBAGE COLLECTION FEES  
Fiscal Year 2022-23**

**RESIDENTIAL**

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
32 gal can	28	\$12.82	\$5.34	\$1.45	<b>\$19.61</b>
2 cans	56	\$16.00	\$10.68	\$2.13	<b>\$28.81</b>
3 cans	84	\$18.46	\$16.02	\$2.76	<b>\$37.24</b>
4 cans	112	\$21.45	\$21.35	\$3.42	<b>\$46.22</b>
5 cans	140	\$24.12	\$26.69	\$4.06	<b>\$54.87</b>
6 cans	168	\$26.65	\$32.03	\$4.69	<b>\$63.37</b>
senior citizen	28	\$10.02	\$5.34	\$1.23	<b>\$16.59</b>
toter	65	\$19.56	\$12.39	\$2.56	<b>\$34.51</b>
add toter	65	\$9.08	\$12.39	\$1.72	<b>\$23.19</b>
extra cans	28	\$2.80	\$1.23	\$0.32	<b>\$4.35</b>
extra bags	18	\$1.93	\$0.79	\$0.22	<b>\$2.94</b>
oversize charge		\$2.63	\$0.00	\$0.21	<b>\$2.84</b>
distance charge		\$3.80	\$0.00	\$0.30	<b>\$4.10</b>
gate charge		\$4.79	\$0.00	\$0.38	<b>\$5.17</b>

**COMMERCIAL**

1 yard	150	\$82.29	\$28.60	\$8.87	<b>\$119.76</b>
2 yard	300	\$129.49	\$57.20	\$14.94	<b>\$201.63</b>
3 yard	450	\$177.12	\$85.80	\$21.03	<b>\$283.95</b>
4 yard	600	\$220.98	\$114.40	\$26.83	<b>\$362.21</b>
5 yard	750	\$262.22	\$143.00	\$32.42	<b>\$437.64</b>
6 yard	900	\$306.04	\$171.60	\$38.21	<b>\$515.85</b>
7 yard	1050	\$349.85	\$200.20	\$44.00	<b>\$594.05</b>
1 yard 2/week	300	\$125.66	\$57.20	\$14.63	<b>\$197.49</b>
1 yard 3/week	450	\$168.65	\$85.80	\$20.36	<b>\$274.81</b>
1 yard 4/week	600	\$211.60	\$114.40	\$26.08	<b>\$352.08</b>
1 yard 5/week	750	\$252.43	\$143.00	\$31.63	<b>\$427.06</b>
1 yard 6/week	900	\$299.95	\$171.60	\$37.72	<b>\$509.27</b>
2 yard 2/week	600	\$213.97	\$114.40	\$26.27	<b>\$354.64</b>
2 yard 3/week	900	\$299.07	\$171.60	\$37.65	<b>\$508.32</b>
2 yard 4/week	1200	\$382.93	\$228.80	\$48.94	<b>\$660.67</b>
2 yard 5/week	1500	\$467.64	\$286.00	\$60.29	<b>\$813.93</b>

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
2 yard 6/week	1800	\$633.51	\$343.20	\$78.14	<b>\$1,054.85</b>
3 yard 2/week	900	\$302.49	\$171.60	\$37.93	<b>\$512.02</b>
3 yard 3/week	1350	\$428.37	\$257.40	\$54.86	<b>\$740.63</b>
3 yard 4/week	1800	\$554.75	\$343.20	\$71.84	<b>\$969.79</b>
3 yard 5/week	2250	\$680.66	\$429.00	\$88.77	<b>\$1,198.43</b>
3 yard 6/week	2700	\$806.74	\$514.80	\$105.72	<b>\$1,427.26</b>
4 yard 2/week	1200	\$375.50	\$228.80	\$48.34	<b>\$652.64</b>
4 yard 3/week	1800	\$511.62	\$343.20	\$68.39	<b>\$923.21</b>
4 yard 4/week	2400	\$657.37	\$457.60	\$89.20	<b>\$1,204.17</b>
4 yard 5/week	3000	\$802.14	\$572.00	\$109.93	<b>\$1,484.07</b>
4 yard 6/week	3600	\$943.40	\$686.40	\$130.38	<b>\$1,760.18</b>
5 yard 2/week	1500	\$435.94	\$286.00	\$57.76	<b>\$779.70</b>
5 yard 3/week	2250	\$643.48	\$429.00	\$85.80	<b>\$1,158.28</b>
5 yard 4/week	3000	\$760.63	\$572.00	\$106.61	<b>\$1,439.24</b>
5 yard 5/week	3750	\$904.40	\$715.00	\$129.55	<b>\$1,748.95</b>
5 yard 6/week	4500	\$1,260.61	\$858.00	\$169.49	<b>\$2,288.10</b>
6 yard 2/week	1800	\$520.35	\$343.20	\$69.08	<b>\$932.63</b>
6 yard 3/week	2700	\$800.12	\$514.80	\$105.19	<b>\$1,420.11</b>
6 yard 4/week	3600	\$937.10	\$686.40	\$129.88	<b>\$1,753.38</b>
6 yard 5/week	4500	\$1,136.51	\$858.00	\$159.56	<b>\$2,154.07</b>
6 yard 6/week	5400	\$1,442.05	\$1,029.60	\$197.73	<b>\$2,669.38</b>
7 yard 2/week	2100	\$604.76	\$400.40	\$80.41	<b>\$1,085.57</b>
7 yard 3/week	3150	\$956.80	\$600.60	\$124.59	<b>\$1,681.99</b>
7 yard 4/week	4200	\$1,113.59	\$800.80	\$153.15	<b>\$2,067.54</b>
7 yard 5/week	5250	\$1,368.60	\$1,001.00	\$189.57	<b>\$2,559.17</b>
7 yard 6/week	6300	\$1,623.42	\$1,201.20	\$225.97	<b>\$3,050.59</b>
extra empty	lbs/empty				
1 yard	150	\$13.06	\$6.60	\$1.57	<b>\$21.23</b>
2 yard	300	\$25.91	\$13.20	\$3.13	<b>\$42.24</b>
3 yard	450	\$46.27	\$19.80	\$5.29	<b>\$71.36</b>
4 yard	600	\$51.29	\$26.40	\$6.22	<b>\$83.91</b>
5 yard	750	\$54.93	\$33.00	\$7.03	<b>\$94.96</b>
6 yard	900	\$69.86	\$39.60	\$8.76	<b>\$118.22</b>
7 yard	1050	\$84.74	\$46.20	\$10.48	<b>\$141.42</b>



Service Level	lbs/wk	Service	Disposal	Surcharge	Total
<b>Bin Rental</b>					
1 yard		\$13.76		\$1.10	<b>\$14.86</b>
2 yard		\$17.14		\$1.37	<b>\$18.51</b>
3 yard		\$20.77		\$1.66	<b>\$22.43</b>
4 yard		\$24.03		\$1.92	<b>\$25.95</b>
5 yard		\$27.45		\$2.20	<b>\$29.65</b>
6 yard		\$30.91		\$2.47	<b>\$33.38</b>
7 yard		\$34.38		\$2.75	<b>\$37.13</b>
Office paper bin set-up charge		\$94.98		\$7.60	<b>\$102.58</b>
	lbs/wk				
1-32 gallon can	28	\$13.45	\$5.34	\$1.50	<b>\$20.29</b>
2-32 gallon cans	56	\$26.91	\$10.68	\$3.01	<b>\$40.60</b>
3-32 gallon cans	84	\$40.43	\$16.02	\$4.52	<b>\$60.97</b>
4-32 gallon cans	112	\$53.89	\$21.35	\$6.02	<b>\$81.26</b>
5-32 gallon cans	140	\$67.36	\$26.69	\$7.52	<b>\$101.57</b>
6-32 gallon cans	168	\$80.84	\$32.03	\$9.03	<b>\$121.90</b>
1 commercial toter	65	\$19.56	\$12.39	\$2.56	<b>\$34.51</b>
2 commercial toters	130	\$39.06	\$24.79	\$5.11	<b>\$68.96</b>
3 commercial toters	195	\$58.63	\$37.18	\$7.66	<b>\$103.47</b>
4 commercial toters	260	\$78.18	\$49.57	\$10.22	<b>\$137.97</b>
5 commercial toters	325	\$97.69	\$61.97	\$12.77	<b>\$172.43</b>
6 commercial toters	390	\$117.26	\$74.36	\$15.33	<b>\$206.95</b>
<b>C&amp;D DEBRIS BOXES</b>					
	lbs/yd				
15 yard	272	\$177.90	\$179.52	\$28.59	<b>\$386.01</b>
20 yard	272	\$184.79	\$239.36	\$33.93	<b>\$458.08</b>
30 yard	272	\$197.14	\$359.04	\$44.49	<b>\$600.67</b>
33 yard	272	\$197.97	\$394.94	\$47.43	<b>\$640.34</b>
40 yard	272	\$213.62	\$478.72	\$55.39	<b>\$747.73</b>
50 yard	272	\$235.62	\$598.40	\$66.72	<b>\$900.74</b>
<b>COMMERCIAL DEBRIS BOXES</b>					
	lbs/yd				
15 yard	272	\$177.90	\$179.52	\$28.59	<b>\$386.01</b>
20 yard	272	\$184.79	\$239.36	\$33.93	<b>\$458.08</b>
30 yard	272	\$197.14	\$359.04	\$44.49	<b>\$600.67</b>
33 yard	272	\$197.97	\$394.94	\$47.43	<b>\$640.34</b>
40 yard	272	\$213.62	\$478.72	\$55.39	<b>\$747.73</b>
50 yard	272	\$235.62	\$598.40	\$66.72	<b>\$900.74</b>
<b>TEMPORARY BINS</b>					
	lbs/yd				

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
5 yard	150	\$89.84	\$33.00	\$9.83	<b>\$132.67</b>
6 yard	150	\$92.48	\$39.60	\$10.57	<b>\$142.65</b>
7 yard	150	\$95.13	\$46.20	\$11.31	<b>\$152.64</b>
<b>CD TEMPORARY BINS</b>					
7 yard	150	\$95.13	\$46.20	\$11.31	<b>\$152.64</b>
<b>CONCRETE BINS</b>					
6 yard	1890	\$256.52	\$340.20	\$47.74	<b>\$644.46</b>
9 yard	1890	\$320.43	\$510.30	\$66.46	<b>\$897.19</b>
<b>COMPACTOR RATES *</b>					
10-15 yards		\$201.88			
16-20 yards		\$217.39			
21-30 yards		\$232.93			
31-40 yards		\$248.45			
41-50 yards		\$263.98			
<b>WOOD RECYCLING DEBRIS BOXES</b>					
15 yard	345	\$172.73	\$142.31	\$25.20	<b>\$340.24</b>
20 yard	345	\$179.39	\$189.75	\$29.53	<b>\$398.67</b>
30 yard	345	\$191.40	\$284.63	\$38.08	<b>\$514.11</b>
40 yard	345	\$207.39	\$379.50	\$46.95	<b>\$633.84</b>

**\* PLUS:**

- 1) TOTAL TRAVEL MILEAGE TIMES \$1.59 PER MILE (effective July 1, 2021 w/ 1.50% COLA)
- 2) LANDFILL FEES AS CHARGED AT THE LANDFILL.
- 3) COUNTY FRANCHISE FEE.

## Attachment C

**TRANSFER STATION FEES**

	lbs/yard	Service	Disposal	Fee Surcharge	Total Fee	Rounded Fee
1 yard	272	\$4.69	\$11.97	\$1.33	\$17.99	<b>\$18.00</b>
1/2 yard	272	\$2.33	\$5.98	\$0.67	\$8.98	<b>\$9.00</b>
Tires	lbs/tire					
car	43	\$0.22	\$4.52	\$0.38	\$5.11	<b>\$5.25</b>
truck	114	\$7.56	\$11.97	\$1.56	\$21.09	<b>\$21.25</b>
tractor	350	\$47.42	\$36.75	\$6.73	\$90.90	<b>\$91.00</b>
Euclid	1000	\$31.18	\$105.00	\$10.89	\$147.07	<b>\$147.25</b>
	lbs/item					
CFC appliances		\$28.98	\$38.00	\$5.36	\$72.34	<b>\$72.50</b>
appliances <sup>(1)(2)</sup>		\$11.63	\$8.25	\$1.59	\$21.47	<b>\$21.50</b>
mattresses	54	\$14.39	\$2.38	\$1.34	\$18.11	<b>\$18.25</b>
box springs	51	\$14.54	\$2.24	\$1.35	\$18.13	<b>\$18.25</b>
	lbs/yard					
1 yard sheet rock	387	\$6.25	\$17.03	\$1.86	\$25.14	<b>\$25.25</b>
1 yard roofing	546	\$6.54	\$24.02	\$2.45	\$33.01	<b>\$33.00</b>
1 yard compacted	680	\$7.50	\$29.92	\$2.99	\$40.41	<b>\$40.50</b>
1 yard dirt/trash	816	\$10.34	\$35.90	\$3.70	\$49.94	<b>\$50.00</b>

**FRANCHISE AREA 4 PARCEL FEE**

	lbs/ month	Service	Disposal	Fee Surcharge	Total Fee
Residential	267	\$7.95	\$11.73	\$1.57	\$21.25
Commercial	267	\$7.95	\$11.73	\$1.57	\$21.25
Mobile Home Park	267	\$7.95	\$11.73	\$1.57	\$21.25

FRANCHISE FEE:	8%	Tire Disposal:	\$210.00
COST OF LIVING:	0.00%	Appliance Disposal:	\$8.25
DISPOSAL COST:	\$88.00	CFC Appliance Disposal:	\$38.00

**NOTES:**

1. The disposal component of the rates for appliances is based on the fee charged by the WPWMA to accept the item at their facility.
2. The fee charged for the acceptance of CRT's and TV's was rescinded at the WPWMA March 10, 2005 meeting.

FS.  
11846-67

**AGREEMENT FOR SOLID WASTE HANDLING SERVICES**

**BETWEEN**

**PLACER COUNTY**

**AND**

**RECOLOGY - AUBURN PLACER**

**Effective as of April 9, 2013**

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## EXHIBITS

EXHIBIT A – FRANCHISE AREA

EXHIBIT B –COLLECTION RATE AND TIPPING FEES SCHEDULE

EXHIBIT B-1 – COLLECTION SERVICE AND TRANSFER STATION RATE-SETTING  
METHODOLOGY

EXHIBIT B-2 – AVERAGE WEIGHTS PER CONTAINER/WASTE TYPE

EXHIBIT C – EXISTING APDS RECYCLING PROGRAMS

EXHIBIT D – GREENWASTE COLLECTION ZONES

EXHIBIT E – FORESTHILL PARCEL FEE AREA

EXHIBIT F – PERFORMANCE BOND

EXHIBIT G – UNIVERSAL WASTE AND HHW COLLECTION ZONES

This Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 between Placer County, California ("County") and Recology - Auburn Placer, a California Corporation (hereinafter referred to as "Contractor"), for the collection, transportation, and disposal of Solid Waste.

### **RECITALS**

WHEREAS, County and Contractor are parties to Prior Agreements (as defined below) governing the collection of Solid Waste in Placer County Franchise Areas 1 and 4; and

WHEREAS, County and Contractor wish to replace the Prior Agreements and Amendments with this amended and restated Agreement from and after the Commencement Date of this Agreement; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, the Legislature of the State of California, by enactment of AB 341, has declared that additional efforts must be taken to divert more solid waste from disposal in order to conserve scarce natural resources, and that by requiring commercial recycling, the state will help businesses reduce disposal fees and reclaim valuable resources and will conserve landfill capacity and contribute to a reduction in greenhouse gas emissions and climate change; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1), County's Board of Supervisors ("Board of Supervisors") has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of Solid Waste from certain residential, industrial and commercial areas in Placer County; and

WHEREAS, Contractor acknowledges that County is relying on Contractor to materially assist in meeting the County's requirement of diverting fifty percent (50%) of the County's Waste stream from disposal at a landfill, and Contractor is aware of the need to Recycle materials collected by Contractor in such a manner as to qualify the County for diversion credit with the CalRecycle; and

WHEREAS, Contractor acknowledges that County is relying on Contractor to materially assist in meeting the County's requirement of implementing a commercial solid waste recycling program including, but not limited to, education, outreach, and monitoring of businesses, as defined by AB 341; and

WHEREAS, County and Contractor are mindful of the provisions of the laws governing the safe collection, transport, Recycling and disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and

WHEREAS, County has not and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection of Waste; and

WHEREAS, Contractor has represented and warranted to County that it has the experience, responsibility and qualifications to arrange with residents, and commercial,

industrial, institutional and other entities in the Franchise Area for the collection and safe transport of Solid Waste to the materials recovery and disposal facilities designated herein, and in reliance thereon, the Board of Supervisors determines and finds that the public interest, health, safety and well-being would be best served if Contractor were to make independent arrangements with residents and other entities to perform these services; and

WHEREAS, the Board of Supervisors declares its intention of maintaining reasonable rates for collection and transportation of Solid Waste within the Franchise Areas.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:



## **ARTICLE ONE - INTRODUCTORY PROVISIONS**

### **1. DEFINITIONS**

Whenever any term used in this Agreement has been defined by the Placer County Ordinance Code ("County Code") or Division 30, Part 1, Chapter 2 of the California Public Resources Code ("PRC"), the definitions in the County Code or PRC shall apply unless the term is otherwise defined in this Agreement.<sup>1</sup>

A. AB 341. "AB 341" shall mean the legislation enacted in 2011 to amend Sections of the California Integrated Waste Management Act of 1989, Public Resources Code section 40000 *et seq.*, to add new Sections 40004, 41734.5, and 41780.01, and to add Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, the Public Resources Code, relating to solid waste, which may be amended from time to time.

B. AB 939. "AB 939" shall mean the California Integrated Waste Management Act of 1989, Public Resources Code section 40000 *et seq.*, as it may be amended from time to time, including the amendments enacted in 2011 as a result of AB 341.

C. Affiliate. "Affiliate" means any of the Contractor's officers, directors or shareholders, and any corporation, partnership, joint venture or other entity directly or indirectly controlling the Contractor, or directly or indirectly owned or controlled by the Contractor or its officers, directors or shareholders.

D. Applicable Law. "Applicable Law" means all federal, state and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the collection and disposal of Solid Waste and Recyclable Materials, including Environmental Laws, that are in force on the Commencement Date and as they may be enacted, issued or amended during the Term of this Agreement.

E. Board of Supervisors. "Board of Supervisors" means the Placer County Board of Supervisors.

F. Bulky Waste. "Bulky Waste" means large items of Solid Waste, such as appliances, furniture, large auto parts, trees, branches, stumps and other oversize Wastes. Bulky Waste does not include waste that has been placed in a bin or drop box.

G. CalRecycle. "CalRecycle" means California Department of Resources Recycling and Recovery.

H. Chlorofluorocarbon Containing Appliance. "Chlorofluorocarbon Containing Appliance" is any household or automotive device, such as refrigerators and air conditioning units that contain or did contain any chlorofluorocarbon-based refrigerant.

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<sup>1</sup> To the extent that definitions contained in the County Code conflict with definitions in the PRC, the former shall control and govern the rights and obligations of the parties hereunder; provided, however, that should the PRC's definitions be made obligatory by the state legislature on the County, then the conflicting PRC's definitions shall apply.

I. Collection Fees. "Collection Fees" means the fees approved by the Board of Supervisors and charged by Contractor for providing the Solid Waste collection services described in Article Three, and include Fee Surcharges. The Collection Fees shall be established in accordance with Article Four, Section 1 below.

J. Commencement Date. "Commencement Date" means when this Agreement is signed.

K. Contractor. "Contractor" shall mean Recology - Auburn Placer, and shall also mean any approved assignee, transferee or successor in interest of said corporation.

L. County. "County" means Placer County, a political subdivision of the State of California.

M. Disposal Fees. "Disposal Fees" means the fees charged at the Materials Recovery Facility to receive Solid Waste from the Contractor.

N. Environmental Law. "Environmental Law" means all laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency governing Solid Waste, Hazardous Waste or Hazardous Materials, including, without limitation, AB 939 and CERCLA, that are in force on the Commencement Date and as they may be enacted, issued or amended during the Term of this Agreement.

O. Fee Surcharge. "Fee Surcharge" means the fee imposed by the County on Contractor pursuant to Article Four, Section 2 below and referenced in the County Code Section 8.16.470 Special fees, solely because of its status as the exclusive Solid Waste collection franchisee under this Agreement, and which, among other things, is intended to compensate County for its expenses in administering this Agreement, and to fund other Solid Waste management activities.

P. Franchise Area. "Franchise Area" shall mean the boundaries of the Franchise Area, together with all amendments and changes thereto resulting from binding amendments to this Agreement. The current boundaries of the Franchise Area are shown on Exhibit A which is incorporated herein by reference. The Franchise Area consists of Placer County Franchise Areas 1 and 4, which are depicted on Exhibit A. Except as expressly specified in this Agreement, all terms and conditions of this Agreement apply with equal force to both Franchise Area 1 and Franchise Area 4.

Q. Greenwaste. "Greenwaste" means organic material from trees, shrubs, grass and other vegetation. Green waste does not include plastic bags, bricks, rocks, gravel, large quantities of dirt, concrete, sod, non-organic wastes, loose fruits and vegetables, tree trunks, stumps, palm fronds, branches more than six inches in diameter or three feet in length, or pet waste.

R. Hazardous Waste or Materials. "Hazardous Waste" or "Hazardous Materials" means any and all of the following:

(1) Wastes, materials or substances defined or characterized as Hazardous Waste by the Federal Solid Waste Disposal Act, as amended, including RCRA (42 U.S.C. Section 6901, et seq.) as amended from time to time, or regulations promulgated thereunder;

(2) Waste, materials or substances defined or characterized from time to time as Hazardous Waste by the principal agencies of the State of California (including,

without limitation, the Department of Health Services, the Department of Toxic Substances Control, the California Water Resources Control Board, and the CIWMB) having jurisdiction over Hazardous Waste generated by facilities within the State, and pursuant to any other applicable governmental regulations;

(3) Wastes, materials or substances, the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. §2601-2654, as amended from time to time, or regulations promulgated thereunder;

(4) Radioactive Wastes, materials, substances or items, the storage, treatment, transportation or disposal of which is subject to governmental regulations; and

(5) Wastes, materials, substances or items that contain polychlorinated biphenyls.

The terms "Hazardous Waste" and "Hazardous Materials" will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Waste.

R. Household Hazardous Waste. "Household Hazardous Waste" or "HHW" means *di minimis* quantities of Hazardous Wastes generated by households and small businesses as part of the Wastestream, of the type and characteristics typically found in residential waste streams.

S. Landfill. "Landfill" means the Western Regional Sanitary Landfill, owned by the Western Placer Waste Management Authority.

T. Legal Holiday. "Legal Holiday" means the following Legal Holidays: Thanksgiving, Christmas, New Years Day and any other legal holiday observed by the Materials Recovery Facility.

U. Materials Recovery Facility. "Materials Recovery Facility" or "Facility" means the Western Placer Waste Management Authority Materials Recovery Facility, located at 3033 Fiddymont Rd. in Roseville, Placer County, California.

V. Medical Waste. "Medical Waste" means Solid Waste or other materials, substances or items which may be reasonably considered infectious, pathological or biohazardous, originating from hospitals, public or private medical clinics, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, medical offices, mortuaries, veterinary facilities and other similar facilities, and includes, without limitation, equipment, instruments, utensils, fomites, laboratory Waste (including pathological specimens and fomites attendant thereto), surgical facilities, equipment, bedding and utensils (including pathological specimens and disposal fomites attendant thereto), sharps (hypodermic needles, syringes, etc.), dialysis unit Waste, chemotherapeutic Waste, animal carcasses, offal and body parts, biological materials (vaccines, medicines, etc.), and other similar materials, but excluding any such Waste which is determined by evidence reasonably satisfactory to the Contractor to have been rendered non-infectious, non-pathological and non-biohazardous.

W. Multi-Family Units. "Multi-Family Units" shall mean a dwelling which includes two or more individual living units and which receives communal refuse and/or Recycling services.

X. Operating Year. The Operating Year under this Agreement shall begin on July 1 of each calendar year and end at midnight on June 30<sup>th</sup> of the following year.

Y. Person. "Person" means any individual, corporation, partnership, joint venture, limited liability company, trust or other legal entity.

Z. Prior Agreements. "Prior Agreements" means: (a) the County Franchise Agreement for Garbage Franchise Area 1, as amended; (b) the County Franchise Agreement for Garbage Franchise Area 5, as amended; (c) the County Franchise Agreement for Garbage Franchise Area 6, as amended; and (d) Franchise Area 1 and 4 as amended.

AA. Recyclables or Recyclable Material. "Recyclables" or "Recyclable Material" means discarded materials which could be reused or Processed, or are in the future reused or Processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939. The terms "Recyclables" or "Recyclable Material" include Transformable and compostable materials. The terms "Recyclables" or "Recyclable Material" include paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, compostable materials, brick and stone in reusable size and condition, and such other materials reasonably designated as Recyclables by the Board of Supervisors or the Director of Facility Services, or designated as Recyclables by the CalRecycle, or other agency with jurisdiction.

BB. Recycling and Recycled. "Recycling" and "Recycled" refers to Processing, cleansing, treating, and reconstituting materials that would otherwise become or remain Solid Waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products or Biomass that qualifies for diversion credit by the CalRecycle. "Recycling" also refers to the Processing and beneficial reuse of materials, to the extent that the beneficial reuse of these materials qualifies for diversion credit by the CalRecycle. "Recycling" does not include "Transformation," which is defined in PRC section 40201.

CC. Single-Family Unit. "Single-Family Unit" means a dwelling that receives individual refuse and/or Recycling services.

DD. Solid Waste. "Solid Waste" or "Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid Wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial Wastes, demolition and construction Wastes, discarded home and industrial appliances, Recyclable Materials, manure, vegetable or animal solid and semi-solid Wastes, Source Separated Inert Materials, and other discarded solid and semi-solid Wastes; but excludes Hazardous Wastes, Special Wastes and Medical Wastes.

EE. Environmental Engineering Program Manager. "Environmental Engineering Program Manager" means Kevin Bell, Manager, Solid Waste Programs, or his duly designated successor.

FF. Special Waste. "Special Waste" means any designated Wastes, as defined in 23 California Code of Regulations §2522, and special handling waste generated by industrial facilities or processes, but shall not include "Hazardous Waste" as defined herein. Special Wastes include: asbestos, sewage sludge, water treatment sludge, drilling muds,

grease wastes, contaminated soils, shredder waste, agricultural wastes, filter cake/de-watered sludge, spent catalyst fines, refinery ash and by-products; except where any such Wastes are deemed to be Hazardous Waste.

GG. Term. "Term" means the term described in Article One, Section 5 below.

HH. Tipping Fees. "Tipping Fees" means fees approved by the Board of Supervisors and charged by Contractor to, and collected by Contractor from, any Person using the Transfer Stations.

II. Transfer Stations. "Transfer Stations" means the Meadow Vista and Foresthill Transfer Stations owned by the County and operated by Contractor.

JJ. Universal Waste. "Universal Waste", for the purpose of this Agreement, may include but is not limited to household batteries, mercury thermometers, fluorescent lamps, and electronic devices including televisions and computer monitors, computers, printers, VCRs, cell phones, telephones, radios, portable DVD players with video screens, and some microwave ovens but does not include large appliances.

KK. Waste. "Waste" means "Solid Waste" as defined herein.

LL. Wastestream. "Wastestream" means all Solid Waste collected by Contractor pursuant to this Agreement or delivered by any Person to the Materials Recovery Facility.

## **2. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

Contractor hereby makes the following representations and warranties for the benefit of County as of the Commencement Date:

A. Contractor is duly organized and validly existing as a corporation in good standing under the laws of the state of its incorporation and is qualified to do business in the State of California, with full legal right and power to enter into and perform its obligations under this Agreement.

B. Contractor has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement by all necessary and proper action by its Board of Directors and shareholders, as necessary.

C. The Persons signing this Agreement on behalf of Contractor have been authorized by Contractor to do so, and this Agreement has been duly executed and delivered by Contractor in accordance with the authorization of its Board of Directors and shareholders, as necessary, and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms.

D. Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder:

(1) conflicts with, violates or will result in a violation of any existing Applicable Law;

(2) conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing agreement or instrument to

which either Contractor is a party, or by which either Contractor or any of its properties or assets is bound; or

(3) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of either Contractor which will interfere materially with that Contractor's performance hereunder.

E. There is no action, suit, proceeding or, to the best of Contractor's knowledge, investigation at law or equity, before or by any court or governmental entity, pending or threatened against Contractor or otherwise affecting Contractor, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect Contractor's performance hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Contractor.

F. Contractor has sufficient financial resources to perform all aspects of its obligations hereunder.

G. Contractor has the expert, professional, and technical capability to perform all of its obligations under this Agreement.

H. Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding this Agreement and the work to be performed by Contractor under this Agreement, and enters into this Agreement on the basis of that independent investigation.

### **3. CONDITIONS PRECEDENT**

This Agreement shall not become effective and County shall not be obligated to perform the covenants and undertakings provided for in this Agreement unless and until each and all of the conditions set out below are satisfied by Contractor, or waived in writing by County. Waiver of any of the following as a condition to the effectiveness of this Agreement will not preclude County from pursuing any claim for breach of this Agreement. In the sole and absolute discretion of the County Executive Officer, this Agreement shall expire and be of no further force or effect, without the need for notice pursuant to this Agreement or otherwise, if the conditions precedent set forth below are not satisfied on or before the commencement date:

A. The representations and warranties made by Contractor in Article One, Section 2 of this Agreement shall be true and correct;

B. Contractor shall furnish County with satisfactory Certificate(s) of Insurance, completed and signed by Contractor's insurers, which clearly state the types and amounts of coverage required under this Agreement, the effective dates and expiration dates of the policies, and include all required endorsements;

C. Contractor shall deliver to County a Performance Bond or letter of credit as required by this Agreement; and

### **4. PRIOR AGREEMENTS**

The Prior Agreements shall remain in effect, and Contractor shall continue to collect, transfer, and dispose of Solid Waste in the Franchise Area pursuant to the Prior

Agreements, until the Commencement Date. Notwithstanding any other provision of this Agreement or of the Prior Agreements, upon the Commencement Date, the Prior Agreements shall expire and be of no further force or effect, except that: (a) any provisions of the Prior Agreements which provide for either party to defend and/or indemnify the other party for acts, omissions or occurrences prior to the Commencement Date shall survive; (b) any provisions of the Prior Agreements which expressly state that they shall survive expiration of the term or termination of the Prior Agreements shall survive; and (c) any amounts owed by Contractor to County pursuant to the Prior Agreements, and amounts owed by County to Contractor pursuant to the Prior Agreements solely for unpaid collection bills, shall remain due and payable in accordance with the terms of the Prior Agreements. Notwithstanding the foregoing, the Prior Agreements shall not be terminated by this Section if this Agreement is terminated as a result of litigation challenging the award of this Agreement.

The "Agreement for Use of Western Placer Waste Management Authority Facilities" between Contractor and the Western Placer Waste Management Authority, dated August 4, 1994 (the "Flow Control Agreement"), is not a "Prior Agreement" as defined herein, and shall remain in full force and effect. Pursuant to the Flow Control Agreement, Contractor shall deliver all Solid Waste (including Recyclable Materials) it collects to the Materials Recovery Facility or such other facility or the Western Regional Sanitary Landfill, as the Authority directs. Any breach by Contractor of said Flow Control Agreement shall, at the County's discretion, be deemed a breach of this Agreement as well.

## **5. TERM**

The term of this Agreement shall commence on the Commencement Date and terminate on June 30, 2023, unless it is extended by written amendment signed by duly authorized representatives of County and the Contractor. Contractor acknowledges that any such extension must be approved by the Board of Supervisors to become effective.

## **ARTICLE TWO - COLLECTION SERVICES**

### **1. GRANT OF FRANCHISE**

A. Grant of Franchise. County grants to Contractor, for the term of and in accordance with this Agreement (including all extensions or renewals), the exclusive privilege and duty to make and enter into independent arrangements with residents of Single Family Units, residents and/or owners of Multi-Family Units and Persons in charge of commercial, industrial, institutional and other entities in the Franchise Area, for the collection, transportation and removal of Solid Waste to the Materials Recovery Facility, the Landfill and other sites as may hereafter be approved in writing by the County, generated and placed in an authorized Solid Waste container in the Franchise Area; provided, however, that said franchise shall be a non-exclusive franchise with respect to Recyclable Materials that meet all of the following requirements:

- (1) The Recyclable Materials must be generated by a commercial and/or industrial enterprise in the conduct of its own business; and
- (2) The generator of such Recyclable Materials must not be charged any fees, or must receive a net positive consideration, directly or indirectly, in connection with such Recyclable Materials, taking into account all amounts received by the generator in respect of such Recyclable Materials, as well as all amounts paid by the generator in respect of such Recyclable Materials, including, without limitation, hauling fees, equipment rental charges, management fees, logistics fees, and all other amounts, however denominated and to whomever paid; and
- (3) The Recyclable Materials must be separated from non-Recyclable Solid Waste, and held in an authorized container on an item-by-item basis, by the generator of such Recyclable Materials before transportation and disposal.

The extent of this grant of franchise shall be subject to any limitations imposed by Applicable Law.

B. Acceptance of Franchise. Contractor agrees to be bound by and comply with all the Solid Waste collection requirements of this Agreement. Contractor waives any right or claim to serve any part of the Franchise Area under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity. Contractor shall pay the County the Fee Surcharge, as provided in Article Four, Section 2, on all gross revenues collected by Contractor from Collection Fees generated by such entities and in such areas.

C. Exceptions to Exclusivity. The exclusive privilege granted by this Agreement shall not apply where:

- (1) A Person handles, hauls, or transports in accordance with Applicable Law, by himself/herself or his/her employees with his/her own equipment, Solid Waste or Recyclables generated by or from his/her own residence or business operation for purposes of disposing of same at the Materials Recovery Facility, the Landfill or similar site approved in writing by the County; or
- (2) The owner or operator of a residential, commercial or industrial property engages a gardening, landscaping or tree trimming contractor as an incidental part



of a comprehensive service offered by such contractor, rather than as a hauling service, for the removal and disposal or Recycling in accordance with Applicable Law of garden Waste generated at such property; or

(3) A Person or entity has been given an exemption by County from any mandatory collection ordinance that County has or may adopt in the future; or

(4) To any State agency or department, including but not limited to school districts.

D. Sale or Donation of Recyclables. This Agreement is not intended to and does not affect or limit the right of any Person to sell, donate or give away any Recyclable Materials generated by such Person to any other Person (provided the generator does not pay a net consideration to the recipient of such materials for the collection, transportation, removal, resale, handling or processing of such Recyclable Materials) and further provided that all such Recyclable Materials are separated from Solid Waste by the generator.

E. Enforcement of Exclusivity of Franchise. The County may, in its sole discretion, enforce the exclusivity provisions of this franchise against third party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the County shall use good faith efforts to cooperate in such enforcement actions brought by Contractor. The County shall not be liable to Contractor in any manner, including for any costs or damages such as lost revenues or lost profits, should any person or entity refuse to use Contractor's Solid Waste collection services and/or performs collection services in competition with Contractor, and in doing so violates the exclusive grant of franchise given to Contractor in this Agreement. In such event, Contractor's sole and exclusive remedy shall be to seek an injunction, damages or other available judicial relief against any such third person or entity that engages in any conduct or activity which violates Contractor's exclusive franchise rights under this Agreement.

## **2. FRANCHISE AREA**

The Franchise Area covered by this Agreement shall be all residential, commercial and industrial areas within the boundaries of the County as they exist on the Commencement Date of this Agreement, as identified in Exhibit "A," (Franchise Area), to this Agreement, and as they may hereafter be changed by reason of annexation or de-annexation. The Franchise Area consists of two County franchise areas, Franchise Area 1 and Franchise Area 4, as depicted on Exhibit A.

## **3. COLLECTION SERVICES PROVIDED BY CONTRACTOR**

A. Franchise Areas 1 and 4 (Excluding the Foresthill Divide, as shown on Exhibit E) Are Non-Mandatory Collection Areas. Residents and businesses in Franchise Areas 1 and 4 are not required by County Ordinance or other Applicable Law to subscribe to Solid Waste collection service. Contractor shall therefore be required to provide Solid Waste collection service only to those residents and businesses within the Franchise Area who contract with Contractor for such service.

Pursuant to Resolution 88-218, adopted by the Placer County Board of Supervisors on June 21, 1988, the owners of all developed parcels on the Foresthill Divide, as shown on Exhibit E, must either pay a parcel fee or subscribe to curbside collection service. If the property owner subscribes to service at a developed parcel they are not required to pay the parcel fee. The original large-scale map titled Exhibit E is on file at the Department of Facility Services, Environmental Engineering Division.

B. County to Approve All Services. The nature of the collection services Contractor offers and provides to customers residing or doing business in the Franchise Area shall be subject to the approval of the Board of Supervisors. The Board of Supervisors may direct Contractor to change the level of such services from time to time on written notice to Contractor at least one hundred twenty (120) days prior to the planned effective date of such change. Within thirty (30) days after receipt of such notice, Contractor shall submit to County for County's presentation to the Board of Supervisors a proposal for the directed change, which shall contain a description of the changed level of services, the personnel and equipment required, the publicity/public education program needed to effect the change, a five-year projection of the financial impact on Contractor anticipated from the change, and the proposed adjustments to Contractor's Collection Fees that are necessary or appropriate to effect the change. County and Contractor shall attempt to agree on the appropriate adjustments to Collection Fees within the remainder of such one hundred twenty (120) day period and, if they do not agree, the Board of Supervisors shall adjust Contractor's Collection Fees by amounts that are reasonably determined by the Board of Supervisors to be sufficient to reimburse Contractor for its net direct costs of providing the changed level of service, plus a ten percent (10%) profit. The services that Contractor offers and provides to its customers affected by this Agreement shall be subject to the prior approval of the Board of Supervisors or its designee. Nothing in this Agreement, however, shall be construed or interpreted as authorizing the County to reduce or adversely affect Contractor's exclusive franchise rights as specified in this Agreement except as provided in Section 1 of this Article.

C. Once-A-Week Solid Waste Collection Service. In order to protect the public health and safety, the arrangements made by Contractor with its customers in the Franchise Area for the collection of Solid Waste, shall provide for the collection of all such Waste generated or accumulated in residential, commercial, institutional and industrial premises within the Franchise Area at least once per week, or more frequently, as required by Placer County Code, Chapter 8.

(1) Single-Family Units. The Contractor shall collect from all Single-Family Units Solid Waste (except Bulky Wastes) which have been placed, kept or accumulated in authorized Solid Waste containers, or bags or bundles, at curbside or other authorized collection station(s) prior to Contractor's normal weekly collection time. Contractor shall give its customers a minimum of two weeks advance written notice of any proposed change in a customer's regular collection day, except for temporary changes due to weather or similar transitory conditions.

(2) Multi-Family Units. Contractor shall collect from all multi-family authorized Solid Waste containers not less often than once per week, and more frequently if required by Placer County Code, Chapter 8 to handle the Multi-Family Unit Waste stream of the premises where the containers are located, in a manner consistent with public health and safety.

(3) Commercial. Contractor shall collect from all commercial, industrial and institutional authorized Solid Waste containers not less often than once per week, and more frequently if required by Placer County Code, Chapter 8 to handle the Waste stream of the premises where the containers are located, in a manner consistent with public health and safety. Upon request of any customer, Contractor shall provide approved bins to premises where off-street collection is determined by the County to be feasible. The bins so provided shall be leakproof, in a neat, clean condition. Fees for such service shall be based upon rates established in this Agreement. If service levels greater than those stated in this Agreement are requested by a customer, the Contractor shall submit a proposed price which must be approved by the Board of Supervisors before said greater level of service shall be commenced.

(4) Debris Boxes. Contractor shall provide residential, commercial, industrial and institutional customers with debris box service upon request. The collection schedule may be less often than once per week where the debris box contains only inert (non-putrescible) Waste materials and the County Code permits.

(5) Bulky Waste. Contractor shall not be required to remove items of a size, weight, and bulk (such as automobiles) from the premises of any customer which are not capable of being removed with the regular equipment and manpower employed by Contractor. Contractor will not be required to remove waste building material and other rubbish resulting from the construction, alteration or repair of buildings, housemoving or demolition, unless the customer has made independent arrangements with Contractor for debris box service.

D. Recyclable Materials and Greenwaste Collection Services.

Contractor shall limit recycling activities to the collection or receipt of recyclable materials that have been separated prior to Contractor's collection or receipt of the same, and shall deliver all such recyclable materials to the Materials Recovery Facility, unless otherwise directed by County.

Contractor may not expand recycling programs beyond those that existed in Franchise Areas 1 and 4 as of July 1, 2013, nor commence any new recycling programs, except upon advance written approval by County. These programs are described in Exhibit C attached hereto.

In particular, the Contractor is responsible for maintaining the following levels of service for source-separation programs and Recycling education, with no additional cost to the County, individual customers or rate payers as a group:

(1) Greenwaste Collection Program. Contractor shall provide weekly curbside collection of Greenwaste in Zones A and B pursuant to Contractor's proposal. Contractor shall offer curbside collection of Greenwaste to approximately 12,500 toter customers in the more urbanized areas of Placer County. Contractor will provide coupons for free dumping of two yards of Greenwaste two times per year to the approximate 19,500 customers in the rural areas. Contractor will not offer these services in Franchise Area 4 (Foresthill) because customers in this area can already dump green waste and wood waste at no charge at the Foresthill Transfer Station. In Zone A, Contractor shall provide residential toter customers with curbside Greenwaste collection service if the customer lives in a major subdivision that has a minimum of ten lots that are two acres or less. In

Zone B, Contractor shall provide residential toter customers with curbside Greenwaste collection service if the customer lives in a major subdivision that has a minimum of fifty lots that are two acres or less. In Zones A and B Contractor has the option to provide regular Greenwaste collection service to other customers (than those described in the preceding two sentences) if the residence fits within Contractor's route parameters. Customers in Zones A and B that do not receive curbside Greenwaste collection services shall be provided Greenwaste coupons as described above. Exhibit D depicts the 10 lot-Zone A and 50 lot-Zone B areas. The original large-scale map titled Exhibit D is on file at the Department of Facility Services, Environmental Engineering Division.

(2) Office Paper. Upon request Contractor shall provide an appropriately sized bin for the separate collection of office paper to any commercial customer that generates one cubic yard or more of office paper per month. Collection frequency shall be at the discretion of the Contractor or within 48 hours of notification by the customer that the bin is full. The customer shall be responsible for payment of a one-time set-up charge as listed in Exhibit B. Contractor shall provide the customer a fact sheet describing what types of paper are acceptable for placement in the office paper bin. Contractor may discontinue this service to any customer that repeatedly discards unacceptable materials in the office paper bin.

(3) Newspaper and Cardboard. Bins for drop-off of newspaper and corrugated cardboard shall be placed in all locations where Contractor now operates a buy-back center or newspaper drop-off area. A list of the bin locations is included in Exhibit C. Bins shall be of sufficient size to prevent overflow of materials and shall be serviced and maintained by Contractor for use by the general public. Placement of newspaper and/or corrugated cardboard drop-off bins, as provided in this subsection, shall not count towards the requirement to place Recyclable Material Satellite Bins as stipulated in Subsection 7 below.

(4) Blue Bag Program. Contractor shall collect Recyclable Materials at curbside from those residential customers who separate their wastes into County-approved "blue bags" or similar plastic bags under conditions reasonably established by the Contractor, and subject to the County's approval. Contractor must receive advance written approval from County before changing these procedures. Contractor shall not charge customers for bags of Recyclable Materials set out in general compliance with established procedures; provided, however, that residential customers must procure the bags from available sources at their own expense. Contractor shall include glass, newspaper, steel cans, aluminum and other small metal containers, boxboard, scrap paper, including junk mail, and PETE and HDPE plastics in their list of Recyclable Materials for these programs. County shall have sole discretion in determining whether collection of any of these listed materials is infeasible after considering Contractor's reasonable suggestions. All blue bags collected by Contractor shall be delivered to the Materials Recovery Facility.

(5) Universal Waste and HHW Collection Programs. Contractor shall provide monthly Door-to-Door collection, two annual 1-day Household Hazardous Waste and Universal Waste collection events, and a household battery collection program.

Contractor shall provide monthly Door-to-Door collection of Universal Waste, Household Hazardous Waste, cooking oils, cooking fats, grease, and automotive batteries to all residential can and toter customers in Zones A and B per Exhibit G, attached hereto

and incorporated herein by this reference. Household Hazardous Waste referenced in this section includes motor oil and oil filters, only. Contractor will not offer these services in Franchise Area 4 (Foresthill), and Meadow Vista, as these services are available to customers in these areas at no charge at the Foresthill, Meadow Vista, and the Auburn Transfer Stations. In Zone A, Contractor shall provide residential can and toter service customers with Door-to-Door collection service if the customer lives in a subdivision that has ten lots or more that are two acres or less. In Zone B, Contractor shall provide residential can and toter service customers with Door-to-Door collection service if the customer lives in a subdivision that has fifty lots or more that are two acres or less. Customers in the qualifying areas will be able to call the Contractor to schedule a day to have Universal Waste, Household Hazardous Waste, cooking oils, cooking fats, grease, and/or automotive batteries picked up at their residence one time per month. Contractor will provide a route truck on one weekday each month to collect Universal Waste, Household Hazardous Waste, cooking oils, cooking fats, grease, and automotive batteries from customers requesting such service in the qualifying areas described in Exhibit G. Exhibit G depicts the ten lot-Zone A and fifty lot-Zone B areas. The original large-scale map titled Exhibit G is on file at the Department of Facility Services Environmental Engineering Division.

Contractor shall conduct two annual, 1-day Universal Waste and Household Hazardous Waste collection events, one each in Sheridan and rural Granite Bay. Contractor shall schedule the event locations, provide labor for staging, traffic control, and collection of the Universal Waste and Household Hazardous Waste. Contractor shall bulk and dispose (or recycle if reasonably feasible) of all materials in accordance with all Federal, State and local laws and ordinances pertaining to such activities at Contractor's sole expense.

Contractor shall provide a household battery collection program. Contractor shall partner with businesses in the unincorporated areas of the County to provide a minimum of 8 drop off areas in convenient locations. Contractor shall pick up batteries and deliver them to the HHW Facility at the Western Placer Waste Management Authority Material Recovery Facility.

Contractor shall be responsible for all permitting associated with Universal Waste, Household Hazardous Waste, and battery collection programs. Contractor shall conduct these programs in full compliance with all Federal, State and local laws and ordinances. Contractor shall prepare and distribute flyers and advertise in local publications for the Universal Waste, Household Hazardous Waste, and battery collection programs. Informational materials and ad content shall be subject to the review and approval of the County.

E. Location of Waste Receptacles: The location of receptacles for collection of Waste and Recyclables shall be, at the customer's option, as follows:

(1) On Single Family and two family premises, receptacles shall be placed by the customer on the premises and collected by the Contractor as follows:

(a) Where alleys exist, upon the customer's premises, immediately adjacent to and accessible from the alley without the necessity of entering the premises.

(b) Where alleys do not exist, receptacles for Solid Waste shall be placed upon the customer's premises, in a location no greater than twenty-five (25) feet from the public thoroughfare contiguous to a surfaced public thoroughfare, accessible to the Contractor without the necessity of entering a fenced yard. Contractor may assess an additional reasonable service charge for this service. Any disputes regarding extra charges shall be mediated and, if necessary, decided by County. In the event of a dispute on location of a pickup point the County shall specify such location.

(2) Standard and detachable containers for refuse collection service to Multi-Family Units and commercial premises shall be placed in a location where practicably serviceable by Contractor, subject to approval by the County.

F. Senior Citizen Services and Extra Residential and Commercial Services.

(1) Residential customers 65 years of age or older with a maximum annual income at or below the "Lower Limit" for Placer County as listed in the most current California Department of Housing and Community Development annual "Income Limit" report shall receive 32 gallon can collection service at special "senior citizen" rates to be established pursuant to Article Four of this Agreement.

(2) Residential customers that subscribe to 32-gallon can service may place 33 to 45-gallon cans curbside for collection, but will be charged by Contractor an "oversize fee" to be established pursuant to Article Four of this Agreement. The fee is in addition to the monthly 32-gallon can rate. Containers in excess of 45 gallons are not allowed.

(3) If Contractor's collection vehicle must enter a non-county maintained, unpaved road less than 16 feet in width to provide collection service to a residential customer and there are less than five residential customers on that private road, a "distance fee" will be charged by Contractor to each such customer. The distance fee shall be established pursuant to Article Four of this Agreement.

(4) If Contractor's collection vehicle driver must exit the vehicle to unlock/lock a gate to gain access to a residential customer's property or must exit the vehicle to enter the customer's property to retrieve the waste container, a "gate/backyard fee" will be charged by Contractor to that customer. The gate/backyard fee shall be established pursuant to Article Four of this Agreement.

(5) Contractor shall provide additional totes to those residential customers that wish to subscribe to them on a weekly basis. Each tote beyond the first shall be charged at the "additional tote fee" established pursuant to Article Four of this Agreement.

(6) Extra cans service shall be provided to residential customers that subscribe to weekly service. The "extra can fee" will be charged by Contractor to customers that place curbside for collection, on occasion, 32-gallon cans beyond the subscribed service level. The extra can fee shall be established pursuant to Article Four of this Agreement.

(7) Bags, placed curbside for collection on occasion by residential customers, will be collected for disposal. The "extra bag fee" will be charged by Contractor in addition to the monthly residential rate. The extra bag fee shall be established pursuant to Article Four of this Agreement.

(8) Contractor shall provide commercial customers with a bin pickup on other than a normal collection day upon request, or if the commercial customer so requests shall allow the customer to reload a bin and Contractor shall pick up the bin a second time on a normal pickup day. Contractor will charge an "extra empty fee" to such customers for this service. The fee will be in addition to the monthly rate. The extra empty fee shall be established pursuant to Article Four of this Agreement.

(9) Commercial bin rental is the monthly fee charged for rental of a bin only. It does not include a disposal component. The Contractor shall charge the "extra empty fee" to a commercial customer whenever that customer requests a bin pickup.

G. Sanitation Requirements. Contractor shall not litter any premises or public property in making collections of Waste, nor shall any Waste or leachate be allowed to leak, blow or fall from collection vehicles. However, if in spite of normal precautions against spillage, litter or leachate spills or leaks on any premises or public property, Contractor shall immediately remove the same and clean up the area of spillage. Contractor shall, without delay, after removing Waste from any container, replace the container in its designated position on the premises with its cover on, and shall repair or replace at its expense, any containers damaged as a result of Contractor's handling thereof, normal wear and tear excepted. Contractor shall close all gates and bear-resistant enclosures after making collections and shall avoid crossing private or public planted areas and climbing or jumping over hedges and fences. Contractor's Personnel shall make all collections in a quiet and orderly manner and shall incorporate reasonable noise control features in equipment used by Contractor as may be required by the County.

All receptacles for Waste shall conform to the provisions of the County Code Chapter 8.16.060 and 8.16.070, and these specifications. All such receptacles shall be replaced upright, where found, with lids, if any, on them. Containers and lids shall not be placed or thrown on the streets, alleys, highways or on adjoining property.

The Contractor shall not permit receptacles to be thrown from the truck to the pavement or parkway, nor in any other way permit damage to occur by rough or improper handling thereof.

Individual storage containers shall not exceed forty-five (45) gallon capacity or weigh more than sixty (60) pounds when filled, except where the customer subscribes to toter service.

H. Hours of Collection. Contractor agrees that, in order to protect the peace and quiet of residents, its arrangements for the collection of Solid Waste and Recyclable Materials will provide that collections for residential areas and for schools, churches, hospitals, and for commercial districts within 50 feet of residential areas, shall not start before 6:00 A.M., or continue after 6:00 P.M., seven (7) days per week. Contractor agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of County where early collection activities have generated numerous complaints from nearby residents.

I. Collection on Holidays. Contractor has informed County that Contractor's arrangements with its Solid Waste customers will provide that if the day of collection on any given route falls on a Legal Holiday, observed by the Materials Recovery Facility to which Solid Waste collected within the Franchise Area is taken for Processing and/or disposal,

Contractor may provide collection service for such route on the work day next following such holiday. If Contractor elects to adjust its collection schedule as stipulated herein, all subsequent collection days during that holiday week may be moved back one day in the discretion of Contractor, after Contractor has provided advance written notification to its customers. In situations beyond its control (e.g., severe weather and/or road conditions), Contractor will make its best efforts to collect Wastes in as timely a manner as possible.

J. Medical, Hazardous and Special Wastes. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of material defined as Hazardous Waste or Special Waste herein. Contractor shall negotiate separate contracts and rates for Hazardous and Special Waste collection with each individual customer, which rates shall not require advance County approval, but may be reviewed by the County in its discretion at the request of any customer. Contractor shall not engage in the collection of Medical Waste; however, Contractor's principals may form a separate and independent company to engage in the collection and disposal of Medical Waste. County reserves the right to franchise other parties to perform Hazardous, Medical and Special Waste handling, provided that any such franchises shall be non-exclusive in the case of Medical Waste.

K. Disposal Coupons. Contractor will mail, on an annual basis, a coupon to all residential customers in the Franchise Area allowing them to dispose of up to 2 cubic yards of unsorted Solid Waste (or an equivalent value for disposal of other items) at no cost. Contractor shall obtain the County's approval of the form and conditions of the coupons prior to their distribution. Contractor shall send these coupons to its residential customers each year with their April billing statement, for use during the months of May and June. Contractor may elect to limit coupons to residential customers who have been on service for at least one year. These coupons are in addition to those specified in Article Two, Section 3 D (1) for greenwaste.

L. Special Collection Services. County reserves the right to issue a permit for providing special collection and disposal service to a customer if, upon request of the customer, the County determines that the Waste generated by said customer or the proposed use or manner of disposal is of such a special nature that it cannot reasonably be collected or disposed of by the Contractor under the terms of this Agreement.

M. Routes and Changes. Subject to the limitations in this section, the Contractor shall be required to provide Solid Waste collection service to all customers on County-maintained roads. Contractor shall further provide service on all non-County maintained private roads, provided that said roads are kept in a safe and good traveling condition. Customers whose parcels do not meet the above standard and who are not receiving curbside collection service from Contractor can make arrangements with Contractor to bring their can to a public road for collection by Contractor.

In the event any road is unsafe or in such a state of disrepair that such will be either hazardous or potentially cause injury to the vehicles of Contractor, Contractor shall not be required to provide service to customers on said road.

Upon request by County, Contractor shall provide a list of customers including name, address, route, level of service, and day of collection service. Before any change in the collection schedule on the various routes throughout the Franchise Area is made by the Contractor, Contractor shall obtain the written approval of the County, at least seven (7)



days in advance of such change in the collection schedule, and Contractor shall provide a new map (as described above) embodying such change in the collection schedule. Contractor shall, at its own expense, notify the customers affected by such change in the collection schedule, at least seven (7) days before such change becomes effective.

N. Non-Collection Tags. When Solid Waste is not collected from any Solid Waste customer, Contractor shall immediately notify its customer as to why the collection was not made, and shall attach tags approved by the County to the Waste container not so collected which clearly identify the reasons for such non-collection. If Contractor is unable to collect Solid Waste from any customer due solely to customer's failure to properly place or provide access to the Waste container, and after Contractor has placed a non-collection tag on customer's container and immediately notified customer of such non-collection, and the customer requests that Contractor return to collect the Solid Waste, the Contractor shall be entitled to charge the customer an additional fee for that specific collection event. Said fee, if charged by Contractor to the customer, shall be subject to review and approval by County. Contractor shall remit the Fee Surcharge component of such fee to County as stipulated in Article four, Section 2.

O. One-Day Universal Waste and HHW Collection Events. Contractor shall conduct two annual Universal Waste and Household Hazardous Waste and collection events. One annual event shall be held in the communities of Foresthill and Colfax. Contractor shall schedule the event locations, provide labor for staging, traffic control, and collection of the Universal Waste and Household Hazardous Waste and shall bulk and dispose (or recycle if reasonably feasible) of all materials in accordance with all Federal, State and local laws and ordinances pertaining to such activities at Contractor's sole expense. Contractor shall prepare and submit a schedule of the events to the County 90 days in advance for approval by the County.

Contractor shall be responsible for all permitting associated with the events. Contractor shall conduct each event in full compliance with all Federal, State and local laws and ordinances. Contractor shall prepare and distribute flyers and advertise in local publications for each event. Informational materials and ad content shall be subject to the review and approval of the County.

#### **4. HAZARDOUS WASTE SCREENING AND NOTIFICATIONS**

A. Compliance With Hazardous Waste Laws. The parties hereto recognize that federal, state and local agencies with responsibility for defining Hazardous Waste and for regulating the collection, hauling or disposing of such substances, are continually providing new definitions, tests and regulations concerning these substances. Under this Agreement, it is Contractor's responsibility, directly or through its advisors, to keep current on the regulations regarding such substances, to identify such substances, and to comply with all federal, state, and to the extent not inconsistent with this Agreement, local regulations concerning such substances. Contractor shall make every reasonable effort to prohibit the collection, transportation and the disposal of Hazardous Waste in any manner inconsistent with federal and state law.

B. Notice to Agencies Regarding Toxics. Contractor has represented to County that Contractor will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and local emergency response

providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed by Contractor in Solid Waste anywhere within the County, including on, in, under or about County's property, including streets, easements, rights of way and County's Waste containers. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Wastes unlawfully disposed of or released on County's property, including streets, storm drains, or public rights of way, Contractor will also immediately notify the Environmental Engineering Program Manager or his/her designee.

C. Inspection for Toxics. Contractor shall conduct a visual inspection, consistent with its normal operating procedures, of all Solid Wastes that it collects, transports and/or disposes pursuant to this Agreement for the purpose of discovering, identifying and refusing to collect, transport and dispose of Hazardous Wastes.

D. No Collection or Disposal of Hazardous Waste. Except as provided in Article Three, Section 4, Contractor shall not collect, handle, process, transport, arrange for the transport of or dispose of Hazardous Waste.

## **5. COLLECTION EQUIPMENT**

A. Vehicle Standards. Contractor warrants that it shall provide an adequate number of vehicles and equipment for the collection, transportation, and disposal services for which it is responsible under this Agreement. All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. Solid Waste collection vehicles shall be washed such that they are maintained in a reasonably clean and sanitary condition. Contractor's name, telephone number and vehicle number shall be visibly displayed on its vehicles. Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are in route or in the process of collection. Collection vehicles shall be designed and operated while in route in such a manner as to prevent Solid Waste, including leachate, from leaking, escaping or spilling. Any spillage of materials shall be immediately cleaned up by Contractor at Contractor's sole expense. The noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties. The equipment of Contractor used under this Agreement shall be subject to inspection by County on a semi-annual basis but shall not be subject to any permit fees therefor.

Notwithstanding the generality of the foregoing, Contractor's equipment shall at all times be in conformance with the County Code provisions applicable thereto.

B. Vehicles. Contractor will utilize vehicles with a low air emission technology. Contractor shall retrofit, if not already retrofitted, all vehicles utilized by Contractor under this Agreement as necessary to comply with all applicable federal, state and local air quality regulations.

C. Equipment List. Upon the Commencement Date, and at least annually thereafter, the Contractor shall provide the County a written list of all collection and transportation equipment (including trucks and containers) being used within the Franchise Area, including make and model, age, mileage or hours of operation and type of vehicle.

D. Low Emissions Requirement. If changes in federal, state or local laws, including, but by no means limited to, the proposed California Air Resources Board Heavy Duty Engine Standards to be contained in CCR Title 13, Section 2020 et seq., and the Federal EPA's Highway Diesel Fuel Sulfur regulations, mandate that Contractor convert or retrofit its collection fleet to use the most cost-effective means to reduce air pollutant emissions, Contractor shall take all necessary steps to so comply, and shall be in full compliance with all other local, state and federal clean air requirements.

## **6. BILLING AND PAYMENT**

Contractor shall bill all collection customers in the Franchise Area for all collection and hauling services at the Collection Fees determined in accordance with Article Four, Section 1 below. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services, including the charges for late payment and Tipping Fees, where applicable. Billings must be made no less frequently than every quarter and may be mailed at the beginning of the billing period for all services to residential and commercial customers. Customers shall have until two weeks before the end of each quarter before their bill from Contractor may be deemed by Contractor to be delinquent. Contractor shall have sole responsibility for collecting delinquent collection service bills.

Contractor shall be assisted by County in the collection of unpaid bills for services provided to customers charged the Foresthill Parcel Fee in the following manner:

A. Owners of developed property, as shown on Exhibit E, who do not subscribe to collection service are to be billed quarterly by the Contractor. It shall be the responsibility of the Contractor to identify all developed property and changes in ownership of developed property, and to collect delinquent accounts. To assist the Contractor in identifying developed property, on an annual basis County shall provide a list of all properties in Franchise Area 4 to the Contractor.

B. On April 1<sup>st</sup> of each year, Contractor shall provide County with a list of all uncollected parcel fee accounts in Franchise Area 4 more than 180 days delinquent. Such list shall be in a form approved by County.

C. Contractor shall work closely with County to collect delinquent parcel fee bills in Franchise Area 4 until July 1<sup>st</sup> of each year, at which time County shall place any remaining delinquent bills on the County tax rolls, Contractor shall return the delinquent balances to a zero balance, and Contractor shall submit to County an invoice for the uncollected delinquent bills. County shall reimburse Contractor the total amount of the delinquent bills within 60 days of receipt of an accurate invoice. Contractor shall credit or return to the customer any payments received from such customer after July 1<sup>st</sup> of each year toward future services.

D. County may seek to recover directly from delinquent property owners the actual cost of reimbursement plus an amount determined by the Board of Supervisors to cover administration costs.

## **ARTICLE THREE - OPERATION OF TRANSFER STATIONS; MARKETING OF RECYCLABLE MATERIALS; TRANSFER AND DISPOSAL**

### **1. TRANSFER STATION OPERATIONS**

A. General. The County hereby grants Contractor a non-exclusive license for the Term of this Agreement to operate the Meadow Vista and Foresthill Transfer Stations, which are owned by the County and have been operated by Contractor under the Prior Agreements. The County shall have unfettered and full access to these facilities at all times, so long as such access does not unreasonably interfere with Contractor's operations. The Transfer Stations shall be open to residents and businesses located within the Franchise Area. The hours for receipt of Solid Waste at the Foresthill Transfer Stations shall be, at a minimum, Friday through Monday 8:00 a.m. – 5:00 p.m. for the public, and 6:00 a.m. – 5:00 p.m. for Contractor's collection vehicles. The hours for receipt of Solid Waste at the Meadow Vista Transfer Stations shall be, at a minimum, Friday through Monday 8:30 a.m. – 4:30 p.m. for the public, and 6:00 a.m. – 5:00 p.m. for Contractor's collection vehicles. The Transfer Stations may be closed, however, during Legal Holidays. Contractor shall charge all Persons using the Transfer Station the Tipping Fees established by the Board of Supervisors as described in Article Four, Section 3, and shall remit a portion of such revenues to the County as described therein.

Contractor may require that, to be received at either Transfer Station, dimensional lumber must be cut to lengths not to exceed eight (8) feet. Contractor may refuse to accept at either Transfer Station tree stumps in excess of 10 inches in diameter or concrete. Contractor may adopt other rules concerning materials to be accepted at the Transfer Stations, which rules shall be in writing and subject to the approval of the Director of Facility Services.

Compensation for the operation of the Transfer Stations shall come from: a) Tipping Fees collected by Contractor from customers as described in Article Four, Section 3; and (b) the sale of Source Separated Recyclable Materials to the Western Placer Waste Management Authority which are dropped off by customers at said Transfer Stations. No scavenging shall take place at said Transfer Stations without advance written approval by the County.

### **2. COMPLIANCE WITH PERMITS AND APPLICABLE LAW**

In operating and maintaining the Transfer Stations, Contractor shall comply with all licenses, permits and approvals from federal, state, regional and local governmental agencies necessary for the operation by Contractor of the Transfer Stations. Contractor shall comply with all Applicable Laws concerning the Transfer Stations or relating to Contractor's operations at the Transfer Stations. Contractor shall be solely responsible for paying any fines or penalties imposed by governmental agencies for Contractor's noncompliance with the terms of such licenses, permits and approvals or with Applicable Laws.

### **3. MARKETING OF RECYCLABLE MATERIALS**

(1) Warranties. Contractor shall be solely responsible for any warranties, express or implied, which attach to its sale of Recyclable Materials to third Persons.

Contractor acknowledges that the County, by virtue of entering into this Agreement or otherwise, has not made any representations or warranties to Contractor as to the merchantability or fitness for purpose of any of the materials, including source-separated Recyclable Materials, to be delivered to the Facility and expressly disclaims any such warranties.

(2) Recording Keeping and Reporting. As requested by the County, at the end of each quarter during the Term, Contractor shall submit a report showing the quantity, measured in Tons, of Recyclable Materials collected by Contractor under the recycling programs in effect as of July 1, 2013. This format shall include, at a minimum, a breakdown of the Recyclable Materials collected by Contractor by category of material and the quantity of each such category of material collected by Contractor. Contractor shall also provide similar information as to any Recyclable Materials sold, recycled or reused by Contractor in sufficient form to enable County to comply with its AB 939 reporting requirements to CalRecycle. Contractor shall also provide information as to the current number and service levels of commercial garbage and recycling accounts, and a summary of commercial recycling outreach and education including, but not limited to, site visits, waste assessments, print and electronic outreach, conducted by Contractor in sufficient form to enable County to comply with its AB 939 reporting requirements to CalRecycle.

(3) Relationship of Parties Re Marketed Recyclables. Nothing contained herein shall be construed to create any employment, partnership, joint venture or co-ownership relationship between the parties, and Contractor shall not by any action allow any presumption to arise that a relationship of partnership exists between the parties.

#### **4. DIRECTION OF DISPOSAL OF SOLID WASTE**

Contractor shall deliver all Solid Waste to the Western Regional Sanitary Landfill or the Materials Recovery Facility, as directed by the Authority, without sorting or processing. Salvaging or scavenging by Contractor or any of its employees is prohibited, except to the extent expressly allowed in this Agreement or otherwise permitted by the County in advance and in writing.

## **ARTICLE FOUR - PAYMENTS AND FEES**

### **1. FEES FOR PROVIDING COLLECTION SERVICES WITHIN THE FRANCHISE AREA**

A. General. Contractor's current Collection Fees and services for Franchise Area 1 and Franchise Area 4 are set forth in Exhibit B. Contractor shall charge its collection service customers in Franchise Areas 1 and 4 according to the Collection Fee schedule provided for in Exhibit B.

Both parties acknowledge that the Collection Fees described in Exhibit B consist of three distinct rate components: (1) a "Service Fee" component which reflects the costs of the Contractor, including Contractor's profit, to arrange for the collection and transport of Wastes from the customer's location to the Materials Recovery Facility, (2) a direct "pass through cost" of the Disposal Fees charged to dispose of Solid Waste at the Materials Recovery Facility, and (3) the Fee Surcharge.

Upon the Commencement Date, Contractor shall obtain, supply and provide all labor, materials, vehicles, equipment, and all other things implied or reasonably necessary to render all of the services and perform all covenants described in this Agreement. The Service Fee component, the disposal fee component, the sale of Source Separated Recyclable Materials collected at the transfer stations, the Tipping Fees received by Contractor at the Transfer Stations and the Foresthill parcel fee together shall be Contractor's sole and exclusive compensation for its services and performance under this Agreement. Contractor shall not be entitled to any other compensation for such services and performance except as expressly provided for in this Agreement. Any changes in Contractor's Collection Fees, unless provided for in this Article, shall require the prior approval of the Board of Supervisors.

B. Bi-Annual Adjustment. Contractor's Collection Fees, Transfer Station Tipping Fees and the Foresthill parcel fee shall all be subject to adjustment every other year, commencing on July 1, 2013 and succeeding July 1<sup>st</sup> (the "Rate Adjustment Date") of years 2015, 2017, 2019 and 2021 using the methodology described in Exhibit B-1.

### **2. FEE SURCHARGE**

Contractor shall pay to County a Fee Surcharge set by the Board of Supervisors for the collection franchise granted hereunder, which fee shall be a percentage of the gross revenues derived by Contractor from the Collection Fees, the Tipping Fees collected at the Foresthill and Meadow Vista Transfer Stations, and the Foresthill parcel fees. The Fee Surcharge for the Collection Rate revenues, Transfer Station Tipping Fees, and the Foresthill parcel fee shall be seven percent (7%) of receipts collected. The Fee Surcharge may be further adjusted by resolution of the Board of Supervisors.

The Fee Surcharges shall be due and payable quarterly, for all revenues received during the quarter, within forty-five (45) days following the end of each quarter. County shall give Contractor a minimum of ninety (90) days notice of any changes in the Fee Surcharge. The Board of Supervisors may in its sole discretion change any or all of the above Fee Surcharges at any time during the Term of this Agreement. Any change in the percentage used to calculate the Fee Surcharge shall be reflected in an immediate and

corresponding change in the Fee Surcharge component of the Collection and Tipping Fee and in the Foresthill parcel fee.

Contractor shall provide the County with a quarterly report, accompanying the quarterly Fee Surcharge remittance, showing the derivation of the Fee Surcharges owed to the County. The report for the Transfer Stations shall include, at a minimum, the total quantity of materials received at each Transfer Station during the reporting period in cubic yards, or per item as appropriate to the charge, for all materials for which a Tipping Fee was charged; and 2) the total Tipping Fees collected for each such category of materials. The report shall also include the traffic count per day and the total tons removed from the Transfer Station for each day the Transfer Station is open during the reporting period. For the collection routes in Franchise Areas 1 and 4 the report shall contain, at a minimum, the total receipts from all residential, commercial and debris box accounts and the County's Fee Surcharge portion thereof. The report shall also state the number of customers from whom the Foresthill parcel fee was collected and the total parcel fees collected during the reporting period.

### **3. TIPPING FEES AT THE TRANSFER STATION**

Contractor shall charge each Person disposing of Solid Waste at either the Meadow Vista or Foresthill Transfer Stations a Tipping Fee for Solid Waste delivered to and accepted by Contractor at either such Transfer Station; provided, however, that residents and businesses of the Foresthill area who pay the Foresthill parcel fee or subscribe to Contractor's collection services may dispose of certain quantities and types of Solid Waste at the Foresthill Transfer Station without any additional charge as described in Section 4 below. The current Transfer Station Tipping Fees are set forth in Exhibit B attached hereto.

Both parties acknowledge that the Transfer Station Tipping Fees described in Exhibit B consist of three distinct rate components: (1) a "Service Fee" component which reflects the costs of the Contractor, including Contractor's profit, to operate the Transfer Stations and to transport Solid Waste from these stations to the Materials Recovery Facility, (2) a direct "pass through cost" of the Disposal Fees charged to dispose of Solid Waste at the Materials Recovery Facility, which are set by the Western Placer Waste Management Authority, and (3) the Fee Surcharge.

### **4. FORESTHILL PARCEL FEES**

All developed parcels on the Foresthill Divide, as shown on Exhibit E, are subject to the Foresthill parcel fee as set forth in Exhibit B. Payment of the Foresthill parcel fee or subscription to collection service allows Foresthill customers full access to the Foresthill Transfer Station during all approved hours with no gate charge for Municipal Solid Waste, wood waste and green waste generated on the subject parcel. Owners of developed commercial property are allowed to dispose of one (1) yard of Solid Waste per month without an additional gate fee. Additional waste will be accepted from commercial customers at the rate set forth in Exhibit B.

Residential and commercial customers are limited to the disposal of four (4) car or truck tires per month free of charge. Fees for additional tires are set forth in Exhibit B. All customers must also pay the rate set forth in Exhibit B for, chlorofluorocarbon containing appliances, cathode ray tubes and television sets. Owners of developed residential or

commercial property in Franchise Area 4 may elect to receive curbside collection service at the rate set forth in Exhibit B in lieu of the parcel fee.

## **5. EXTRAORDINARY CHANGES IN COSTS OR REVENUES**

In the event any change in circumstances (including, without limitation, any change in Applicable Law or Environmental Law that requires Contractor to materially change its method of operations) occurs during the Term of this Agreement and such change in circumstances results in a material increase or decrease in Contractor's costs of providing collection services under this Agreement or materially decreases or increases Contractor's revenues from such collection services to such an extent that such changes are not otherwise accounted for hereunder, Contractor may apply to the Board of Supervisors for an increase in Collection Fees sufficient to cover Contractor's increased costs or reduced revenues resulting from such change, or the Board of Supervisors may initiate proceedings to decrease Collection Fees sufficient to cover Contractor's decreased costs or increased revenues resulting from such change. The moving party shall submit to the other party a thorough written explanation of the change in circumstances, as well as an explanation of why the change will result in an unaccounted for and material increase or decrease in costs or reduction or increase in revenues, together with such other data and supporting documentation as may be required by County. Contractor shall be entitled to at least sixty (60) days advance written notice and an opportunity to be heard by the Board of Supervisors if the County initiates proceedings to reduce Collection Fees hereunder. The County shall grant the requested increase or decrease in Collection Fees if the Board of Supervisors reasonably determines that good cause exists for such increase or decrease.

## **6. ADJUSTMENTS FOR CHANGES IN SCOPE**

If the County directs Contractor to change its operations, and such change results in a material increase in Contractor's net costs, and/or a material reduction in Contractor's net revenues, under this Agreement, Contractor may apply to the Board of Supervisors for increases in Collection Fees to cover such increased costs and/or reduced revenue. Contractor shall submit to the County a thorough written explanation of the change, as well as an explanation of why the change will result in an unaccounted for increase in costs or reduction in revenue, together with such other data and supporting documentation as may be required by County. The Board of Supervisors shall grant the requested increase in Collection Fees if the Board of Supervisors reasonably determines that good cause exists for such increase. Increases in Collection Fees pursuant to this Section shall take effect so as to cover Contractor's increased costs and/or reduced revenues resulting from the change from the date(s) such increase or reduction first occurs.

## **7. COLA ADJUSTMENT METHODOLOGY**

The Service Component of Collection Fees and Transfer Station Tipping Fees [also FH parcel fees] subject to adjustments in this Agreement shall be adjusted to be effective on July 1<sup>st</sup> of years 2013, 2015, 2017, 2019, and 2021.

The COLA shall be determined as follows:

$$\text{COLA} = 0.10 + 0.45 \times (\text{ECI}_i / \text{ECI}_{i-1}) + 0.45 \times (\text{PPI}_i / \text{PPI}_{i-1})$$



Operating Year = Operating Year commencing each July 1<sup>st</sup> and ending the subsequent June 30<sup>th</sup>.

$ECI_i$  = Employment Cost Index Series ID: CIU2023000500000I, Wages and Salaries, Private Industry, Manufacturing, production, transportation, and material moving, Not Seasonally Adjusted as published by the United States Department of Labor, Bureau of Labor and Statistics for the fourth quarter of the prior operating year to the year the adjustment is to be made (e.g., adjustment for operating year 13/14 will utilize statistics from the fourth quarter of 2012).

$ECI_{i-1}$  = Employment Cost Index Series ID: CIU2023000500000I, Wages and Salaries, Private Industry, Manufacturing, production, transportation, and material moving, Not Seasonally Adjusted as published by the United States Department of Labor, Bureau of Labor and Statistics for the fourth quarter two operating years prior to the year the adjustment is to be made (e.g., adjustment for operating year 13/14 will utilize statistics from the fourth quarter of 2011).

$PPI_i$  = The Producer Price Index Series ID: WPU00000000, All Commodities, Not Seasonally Adjusted as published by the United States Department of Labor, Bureau of Labor Statistics for the month of December of the prior operating year to the year the adjustment is to be made (e.g., adjustment for operating year 13/14 will utilize statistics from December, 2012).

$PPI_{i-1}$  = The Producer Price Index Series ID: WPU00000000, All Commodities, Not Seasonally Adjusted as published by the United States Department of Labor, Bureau of Labor Statistics for the month of December two operating years prior to the year the adjustment is to be made (e.g., adjustment for operating year 13/14 will utilize statistics from December, 2011).

In the event any of these indices are no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. If the parties are unable to agree on a substitute index, either party may submit the selection of the substitute index to binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All percentages shall be computed to the third decimal place and the change in the Collection Fees and Transfer Station Tipping Fees or other payment shall be calculated to the nearest cent (\$0.01).

The COLA applied to Contractor's Collection Fees and Transfer Station Tipping Fees in any given adjustment year shall not under any circumstances exceed four percent (4%). If the COLA as calculated using the foregoing formula exceeds four percent (4%) for a given adjustment year, the percentage by which the COLA exceeds four percent in that adjustment year shall be carried forward and added onto the next adjustment year's COLA percentage resulting from the formula if it is below four percent; provided that the resulting COLA for the following adjustment year shall not exceed four percent (4%). There shall be no carry forward of unused COLA percentage increases to a third consecutive adjustment year. By way of example, if the COLA for the first adjustment year is 4.3%, then 0.3% shall be carried forward to the second adjustment year. If the COLA for the following adjustment year as calculated using the formula is 3.8%, then the COLA as applied to Contractor rates and fees in the second adjustment year shall be increased to 4.0%, and the remaining

0.1% of the prior adjustment year's COLA increase shall not be carried forward to the third adjustment year.

If the COLA calculated using the foregoing formula is negative for a given adjustment year, Contractor's fees shall not be adjusted for that operating year and the negative percentage shall not be carried forward to the following adjustment year.

#### **8. UNDERPAYMENT OF FEE SURCHARGES OR COUNTY PORTION OF TIPPING FEES**

Should any examination or audit of Contractor's records reveal an underpayment of Fee Surcharges or any other payments required to be paid by Contractor to County under this Agreement, the amount of such underpayment shall become due and payable to County not later than thirty (30) days after written notice of such underpayment is sent to Contractor by County. Should an underpayment of more than five percent (5%) or Five Thousand Dollars (\$5,000.00), whichever is less, be discovered, Contractor shall bear the entire cost of the County's audit or examination, and said cost shall not be recoverable through any rate setting.

## **ARTICLE FIVE – GENERAL PROVISIONS**

### **1. RECORDS AND ACCOUNTING**

A. Financial Reporting. Contractor shall maintain a proper set of books and records on an accrual basis, and an annual financial statement, reviewed by Contractor's certified public accountant, in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement. Contractor shall submit to the County each year a copy of its reviewed annual financial statement as soon as it is received by Contractor, but in all events no later than four (4) months following the close of Contractor's fiscal year (which begins October 1st and ends on September 30<sup>th</sup>).

B. Service Records. Contractor shall maintain all records relating to the services provided hereunder, including, but not limited to, customer lists, billing records, route maps, AB 939 records, AB 341 related records, and customer complaints for a period of five (5) years from the date of the generation of each such record. The County or its agent(s) shall have the right, upon ten (10) business days advance notice, to inspect all maps, AB 939 and AB 341 records, Contractor's books and records, customer complaints, and other like materials of the Contractor which reasonably relate to Contractor's compliance with the provisions of the Agreement. Such records shall be made available to County at Contractor's regular place of business, but in no event outside of Placer County. Contractor shall further maintain and make available to County, records as to number of customers, total and by type, route maps/route listings, service records and other materials and operating statistics regarding the services provided hereunder in such manner and with such detail as County may require. County shall treat all information required by this paragraph and provided by Contractor as confidential information to the maximum extent permitted by Applicable Law and shall not be used or disclosed except as expressly authorized hereby. County shall not make or retain copies or photocopies containing information set forth in Contractor's confidential financial and business records pertaining to the establishment of fees and payment of Fee Surcharges without executing a Confidentiality Agreement providing that County shall hold and keep such copies and photocopies confidential. The Confidentiality Agreement shall be negotiated in good faith between the County and Contractor, and commemorated in a separate legally binding document prior to any subsequent rate increase.

C. Examination of Financial Records.

(1) The information required by this Section shall pertain to Contractor's operations covered and regulated by this Agreement, and nothing contained herein shall require the Contractor to provide the County with information pertaining to the Contractor's operations which are not regulated by the County, except in conformance with this Section 1(C).

(2) The County's Agents shall be entitled to examine the books, records and financial statements of Contractor and its Affiliates pertaining to operations not regulated by the County for the sole purpose of gathering information necessary to allow the Agents to ascertain whether income, expenses, assets and liabilities are reasonably and consistently allocated among operations regulated by County and those not regulated by the County and to assess the reasonableness of any transactions between Contractor

and any of its Affiliates. A transaction shall be deemed to be reasonable if, in the judgment of County's Agent, the price for any goods or services provided by an Affiliate to Contractor represent an established market price for such goods or services. Contractor shall obtain County's written approval of its method of segregating its financial records between collection operations within the Franchise Area and outside the Franchise Area.

(3) Information gained from examination of records pertaining to operations not regulated by the County shall be treated by the County and its Agents as confidential information to the maximum extent permitted by Applicable Law and shall not be used or disclosed except as expressly authorized hereby. County's Agents shall prepare a confidential report regarding the results of their examination of Contractor's non-regulated operations and transactions with Affiliates. County's Agent shall issue its report on Contractor's non-regulated operations and Contractor's transactions with Affiliates to County's counsel, and said report shall remain confidential, except that the dollar amount and general description of any costs that County's Agent recommends be disallowed shall be disclosed to County's governing body. If Contractor appeals the conclusions of said report to County's governing body, Contractor shall decide what portions, if any, of said report shall be disclosed to County's governing body. County's governing body shall then consider Contractor's appeal, but may, in its discretion, deny said appeal if inadequate information has been disclosed to County's governing body to make an informed decision on the appeal.

(4) For review of books and other financial records necessary to verify the Contractor's income, expenses, assets and liabilities, "Agent" shall mean an independent certified public accountant or public accountancy firm designated by County, provided such firm does not have a conflict of interest from its representation of any party deemed by Contractor to be a competition of Contractor.

D. Public Records. Nothing in this section will prevent County from allowing public access to County's records as provided for under the California Government Code, and in the event any dispute arises as to the public access to information provided by Contractor under the terms of this Agreement, the County shall provide public access to said information only after tendering the defense of any claims made against the County for disclosure of said information to Contractor.

E. County Access to Customer Lists. Upon reasonable notice or as otherwise agreed herein, and at those times designated by the County, Contractor shall supply to the County lists of the names of all customers of Contractor who are provided any service by Contractor within the Franchise Area. At the same or other time, the County may request, and the Contractor shall provide, information specifying each customer's address, type of service provided to that customer, the number and type of authorized Solid Waste containers used by or provided to each customer, whether and which customers are believed to be violating this Agreement, any mandatory subscription ordinance or any other provision of the law, and any other information that the County determines, in its sound discretion, reasonably required to monitor implementation of this Agreement and/or discharge the County's responsibilities under the law.

## 2. REPORTS AND ADVERSE INFORMATION

A. Annual Reports. Within one hundred and twenty (120) days after the end of each Operating Year, Contractor shall submit to the County a written annual report, in a form approved by the County, including, but not limited to, the following information:

(1) A summary of the previous year's activities (or in the case of the initial year, the initial year's activities), including, but not limited to, services begun or discontinued during the Operating Year, and the number of customers for each class and level of service;

(2) A revenue statement setting forth quarterly Fee Surcharges, and the basis for the calculation thereof, certified under penalty of perjury by an officer of Contractor; and

(3) A list of Contractor's officers and members of its Board of Directors.

B. Adverse Information. Contractor shall provide County with two (2) copies of all reports or other material adversely reflecting on Contractor's performance under this Agreement, submitted by Contractor to the California or U.S. EPA, the CalRecycle, or any other federal, state or county agency. Copies shall be submitted to County simultaneously with Contractor's filing of such matters with said agencies. Contractor's routine correspondence to said agencies need not be automatically submitted to County, but shall be made available to County upon written request, as provided in this section.

(1) The Contractor shall submit to County copies of all pleadings, applications, notifications, communications and documents of any kind, submitted by the Contractor to, as well as copies of all decisions, correspondence and actions by, any federal, state and local courts, regulatory agencies and other governmental bodies relating specifically to all material aspects of Contractor's performance of services pursuant to this Agreement. Any data which the Contractor seeks to be excluded from provisions of the California Public Records Act shall be clearly identified as such by Contractor with the basis for such exclusion clearly specified. In the event County receives a request under the California Public Records Act, or by subpoena, the County shall provide two days notice to Contractor to permit Contractor to object to the release of the information requested or subpoenaed.

(2) Contractor shall submit to the County such other information or reports in such forms and at such times as the County may reasonably request or require.

(3) All reports and records required under this or any other section shall be furnished by the Contractor, and the expense therefor in the gathering and preparation of such information, reports and records shall be included in the rate base.

C. AB 939 and AB 341 Requirements. During the term of this Agreement, Contractor shall submit to County quarterly, and more often if required by law, information reasonably required by County to meet its reporting obligations imposed by AB 939 and AB 341, and applicable implementing regulations, in a manner approved by County. Contractor agrees to submit such reports and information on computer disks in a format compatible with County's computers if reasonably requested by County.

D. Failure to Report. The refusal, failure or neglect of the Contractor to file any of the reports required, or to provide material information to County, or the intentional

inclusion of any materially false or misleading statement or representation made knowingly by the Contractor shall be deemed a material breach of this Agreement, and shall subject the Contractor to all remedies, legal or equitable, which are available to the County under this Agreement.

### **3. REVIEW OF PERFORMANCE AND QUALITY OF SERVICE**

A. Performance Review. From time to time, at its sole discretion, County may examine Contractor's operation in order to evaluate whether or not the Contractor is operating at a satisfactory level of efficiency and customer satisfaction.

Contractor agrees to cooperate in any such examination, and shall, upon reasonable advance notice, permit County's representatives to inspect, at Contractor's principal place of business, such information pertaining to Contractor's obligations hereunder as County may require, including but not limited to, such things as customer inquiry records, collection routes and equipment records. Access to Contractor's records shall be subject to Section 1 of this Article.

B. Public Hearing. At County's sole option, within ninety (90) days of the first anniversary of the Commencement Date of this Agreement, and each year thereafter throughout the term of the Agreement, County may hold a public hearing at which the Contractor shall be present and shall participate, to review the Contractor's performance and quality of service. The reports required by this Agreement regarding customer complaints shall be utilized as the basis for review. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered.

C. Report on Performance. Within thirty (30) days after the conclusion of the public hearing, County shall issue a report with respect to the adequacy of performance and quality of service. If any non-compliance with this Agreement is found, County may direct Contractor to correct the inadequacies or initiate proceedings in accordance with this section.

D. Customer Surveys; Billing Information.

(1) Contractor shall provide prompt, efficient, continuous and professional service to its customers.

(2) Upon the request of the County, Contractor shall provide the County with a complete mailing list for all of Contractor's customers within the Franchise Area.

(3) Upon initiation of service, Contractor shall send or deliver to its customers, information concerning the conditions of service, including, but not limited to, fees, charges, service options, payment options, discounts (if any), service level and inquiry/complaint procedures, including the name, address and local telephone number of Contractor. The form and content shall be subject to the review and approval of the Environmental Engineering Program Manager.

(4) If directed by County, Contractor shall include customer service surveys prepared by County with their customer billing statements.

#### **4. NEW OPERATIONS AND SERVICES**

The County may from time to time during the Term request that Contractor perform new operations within the County's jurisdiction that are not within the scope of services in this Agreement (hereinafter "New Operations"). Contractor hereby covenants to offer to perform such New Operations at a commercially reasonable price, providing for reimbursement of the Contractor's direct costs of providing the New Operations, plus a profit not to exceed ten percent (10%) of Contractor's direct and documented or reasonably supportable projected costs in performing such New Operations. The Contractor shall be obligated to perform New Operations at Contractor's proposed price if the County accepts the Contractor's proposal within sixty (60) days, unless otherwise noted in the Contractor's proposal, following the County's receipt of Contractor's proposal; however, the County shall have the discretion to accept Contractor's proposal, or to not have the New Operations performed at all, or to seek and accept proposals for such New Operations from other parties after either County or Contractor determines not to provide the New Operations or have the New Operations provided. In carrying out the intent of this paragraph, the following terms and conditions shall also apply:

A. The County's Written Request. The County must submit to Contractor a written request to perform New Operations, with reasonable detail to allow Contractor to estimate the additional costs to Contractor to perform such services ("Request for Additional Services").

B. The Contractor's Estimates. Within thirty (30) days after receipt of a Request for Additional Services, Contractor shall provide to the County a written estimate of Contractor's commercially reasonable price for performing such additional services, with a detailed breakdown of the components of Contractor's projected costs and pricing proposal costs and documentation which reasonably supports Contractor's projected costs.

C. Method of Acceptance of Contractor's Proposal and Effect Thereof. The County may, within sixty (60) days of receipt of Contractor's proposal and in its sole discretion, deliver a written acceptance to the Contractor of its proposal to perform such New Operations and the Contractor shall perform such New Operations as called for in the County's Request for Additional Services and in accordance with Contractor's pricing proposal. The County shall pay Contractor for Contractor's performance of such New Operations at the dollar amount set forth in Contractor's pricing proposal and in accordance with the payment and payment adjustment provisions in this Agreement.

#### **5. PRIVACY**

A. Privacy of Customer Information. Contractor shall use all reasonable efforts to observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or contents of a customer's refuse or Recyclables shall not be revealed to any Person, private agency or company, unless upon the request of federal or state law enforcement Personnel, the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of Waste characterization studies or Waste stream analyses which may be required by AB 939, compilation or analysis of commercial recycling data required by AB 341, or any other reports requested by the County under this Agreement or required or requested by any governmental agency.

B. Mailing Lists. Contractor shall not market or distribute outside the normal course of its business mailing lists with the names and addresses of customers.

## **6. PUBLIC ACCESS TO CONTRACTOR**

A. Office Hours. Contractor shall maintain an office open to the public and customers at 12305 Shale Ridge Road in Auburn, California. Contractor's office hours shall be, at a minimum, from 8:00 A.M. to 12:00 P.M., and from 1:00 P.M. to 4:30 P.M. daily, on all collection days, excluding holidays. A representative of Contractor shall be available during office hours for communication with the public at Contractor's principal office. Contractor shall also provide County with an emergency telephone number for use during other than normal business hours. Contractor shall have a representative, informative answering device or answering service available at said after-hours telephone number during all hours other than normal office hours.

B. Withholding of Service. Collection service may be withheld by Contractor during any period in which bills for prior service remain delinquent, such bills becoming delinquent fifteen (15) days after the payment due date for each such bill.

C. Service Complaints.

(1) All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by telephone, or in Person (including date, name, address of complainant and nature of complaint). Contractor agrees to use commercially reasonable efforts to resolve all complaints by the close of business of the second business day following the date on which such complaint is received. Service complaints may be investigated by the Environmental Engineering Program Manager or his/her designee. Unless a settlement satisfactory to the complainant and the Contractor is reached, the complainant may refer the matter to the Environmental Engineering Program Manager or his/her designee for review.

(2) Contractor will maintain records listing the date of all customer complaints, the customer, describing the nature of the complaint or request, and when and what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for a period of twenty-four (24) months and all current complaint records shall be mailed to the County quarterly.

(3) The Environmental Engineering Program Manager or his/her designee may determine if a customer's complaint is justified, and if so, what reasonable remedy, if any, shall be imposed. The remedy under this section shall be limited to a rebate of customer charges related to the period of breach of any of the terms of this Agreement, provided the statute of limitations under Applicable Law shall not have expired.

D. Government Liaison Person. The Contractor shall designate a "government liaison Person" who shall be responsible for working with the Environmental Engineering Program Manager or his/her designated representative to resolve consumer complaints.

E. Regular Meetings With County. At the reasonable request of County, Contractor shall meet with the County at the Department of Facilities Services, 11476 C Avenue, DeWitt Center, Auburn, CA 95603, to discuss matters of mutual concern, including, but not limited to, problems in Contractor's service, compliance with AB 939 and AB 341, and future planning. Contractor shall also attend the County's Solid Waste Local



Task Force Meetings. The Person attending these meetings on behalf of Contractor shall be vested with sufficient authority to make decisions binding on Contractor.

## **7. COMPLIANCE WITH LAWS AND REGULATIONS**

Contractor warrants that in performing its obligations under this Agreement it will comply with all Applicable Laws in effect during the term of this Agreement, including implementing regulations, as they may, from time to time, be amended, and it will comply with all local laws and regulations applicable to Contractor to the extent they are not inconsistent with the terms of this Agreement. Contractor shall comply with all final and binding judgments entered against Contractor regarding its services performed under this Agreement.

## **8. INDEMNIFICATION**

As used in this section, "County Indemnified Parties" means County and its Board of Supervisors, officers, directors, employees, agents, consultants, representatives, successors and assignees.

A. Indemnification of County. Contractor shall defend, indemnify, and hold the County Indemnified Parties harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any Person, including, but not limited to, workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) or any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prohibited by statute. This duty of Contractor to indemnify and save County Indemnified Parties harmless includes the duties to defend set forth in California Civil Code Section 2778.

B. Hazardous Substance Indemnification. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to County), indemnify and hold harmless County Indemnified Parties from and against all claims for actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to reasonable attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the County Indemnified Parties, arising out of or resulting from the acts or omissions of Contractor in connection with or related to the performance of this Agreement and concerning the release or threatened release of any Hazardous Waste or Hazardous Materials collected, transported, received, and/or disposed of by Contractor, including, without limitation, any repair, cleanup, detoxification, or preparation and implementation of any removal, remedial, response, closure, corrective action or other plan (regardless of whether undertaken due to

governmental action). The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response and Liability Act ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect and hold harmless and indemnify the County Indemnified Parties from liability. This provision shall survive the termination of this Agreement between Contractor and the County. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the County Indemnified Parties and in no event shall such indemnity inure to the benefit of any third party. The foregoing indemnity shall supersede any other environmental indemnities of the Contractor under this Agreement.

The foregoing indemnity shall not apply with respect to: (1) any Hazardous Waste or Hazardous Materials generated by the County and delivered by the County to Contractor; or (2) the disposal or release of Hazardous Materials or Hazardous Waste, which disposal or release has resulted from the active negligence or willful misconduct of County. Nothing in these exclusions shall be deemed a waiver of any other rights or claims the County may have against Contractor independent of this indemnity.

C. AB 939 and AB 341 Indemnification.

(1) General. Contractor shall protect, defend with counsel reasonably acceptable to the County, indemnify and hold the County harmless from any and all fines, penalties and assessments levied against or threatened to be levied against the County for the County's failure to meet the requirements of AB 939 and/or AB 341, their amendments or any successor legislation and/or all rules and regulations promulgated thereunder if said failure results from Contractor's failure to comply with this Agreement and/or Contractor's failure to comply with said laws, rules or regulations binding on Contractor, including, but not limited to, failing to timely supply the County with information required to be provided to County under this Agreement in order to comply with AB 939 and/or AB 341. However, Contractor shall not be obligated to indemnify County for fines or penalties caused by County's modifications of Contractor's information, or by County's own acts or omissions which result in County's failure to provide timely reports to the state. This indemnity obligation shall be subject to the conditions and limitations set forth in Public Resources Code section 40059.1 as in effect on the Commencement Date.

(2) Unforeseeable Consequences. In the event that Contractor shall have used its best efforts to ensure that the requirements of AB 939 and/or AB 341 are achieved, but shall determine that such requirements may nonetheless not be satisfied, Contractor shall give County prompt written notice of such determination. County and Contractor shall then meet promptly to decide whether to increase Collection Fees and/or Processing Fees to fund additional efforts which were unforeseeable on the date hereof and which Contractor has reasonably not undertaken to date to satisfy such diversion requirements.

D. Survival. The indemnities in this Section shall survive termination of this Agreement.

## 9. **INSURANCE**

A. Insurance Coverage. Contractor, at Contractor's sole cost and expense, shall procure from an insurance company or companies admitted to do business in the State of

California and subject to the regulation of the California Insurance Commissioner and shall maintain in force at all times during the Term the following types and amounts of insurance:

(1) Workers' Compensation and Employer's Liability. Contractor shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor shall maintain Employer's Liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per accident or disease.

(2) General Liability and Automobile Liability. Contractor shall maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate covering all claims and all legal liability for Personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of Contractor's performance of, or its failure to perform, services under this Agreement.

The insurance required by this subsection shall include:

- (a) Premises Operations (including X, C and U coverages;
- (b) Independent Contractor's Protective;
- (c) Products and Completed Operations, protecting against possible liability resulting from use of Recyclable Materials by another Person;
- (d) Personal Injury Liability with Employment Exclusion deleted;
- (e) Broad Form Blanket Contractual, with no exclusions for bodily injury or property damage; and
- (f) Broad Form Property Damage, including Completed Operations.

Contractor shall also maintain Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of Five Million Dollars (\$5,000,000) combined single limit per accident.

The Commercial General Liability and Automobile Liability insurance required by this section shall be written on an "occurrence" (or in the case of Automobile Liability, on an "accident" basis), rather than a "claims made" basis, if such coverage is readily obtainable for a commercially reasonable premium. If it is not so obtainable, Contractor must arrange for an extended reporting period ("tail coverage") to protect the County from claims filed within one (1) year after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination. The policy may not contain a deductible or self-insured retention of more than Ten Thousand Dollars (\$10,000.00) per occurrence without prior written approval of the County. The policy limit and the self-insured retention shall be adjusted as of each such five (5) year anniversary of July 1, 2003 utilizing the same procedures provided in Article Six, Section 13, rounded to the nearest \$1,000,000 in relation to policy limits and to the nearest \$10,000 in relation to self-insured retentions. The existence of a self-insured retention or deductible shall not affect Contractor's duty to defend and indemnify the County under this Agreement as to Claims below the self-insured retention or deductible level.

(3) Pollution Liability. Contractor shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution

Liability insurance in the amount of Two Million Dollars (\$2,000,000) covering liability arising from the sudden and accidental release of pollution on the Facility Site.

(4) Physical Damage. Contractor shall maintain comprehensive (fire, theft and collision) Physical Damage insurance covering the vehicles and the machinery and equipment that is owned by Contractor and used in providing service to the County under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand Dollars (\$50,000).

All insurance companies required by this Section shall be issued by an insurance company or companies admitted to do business in California, subject to the regulation by the California Insurance Commissioner, and with a rating in the most recent edition of Best's Insurance Reports of size category X or larger, and a rating classification of A- or better, except for the Pollution Liability policy which may be issued by any company subject to the approval of County, which approval shall not be unreasonably withheld. The County Risk Manager may waive some or all of these conditions, in his sole discretion, if Contractor provides evidence that the required insurance cannot be obtained for a commercially reasonable price from a company or companies that meet(s) the forgoing qualifications.

B. Required Endorsements

(1) The Worker's Compensation policy shall contain endorsements in substantially the following form:

- (a) "Thirty (30) days prior written notice shall be given to the County in the event of cancellation of this policy. Such notice shall be sent to:

Placer County  
c/o Director, Department of Facility Services  
c/o Risk Manager  
Risk Management Division  
145 Fulweiler Avenue, Suite 100  
Auburn, CA 95603

- (b) "Insurer waives all right of subrogation against the County and its officers and employees for losses arising from work performed for the County."

(2) The Comprehensive General Liability policy shall contain endorsements in substantially the following form:

- (a) "Thirty (30) days prior written notice shall be given to the County in the event of cancellation of this policy. Such notice shall be sent to:

Placer County  
c/o Director, Department of Facility Services  
c/o Risk Manager  
Risk Management Division  
145 Fulweiler Avenue, Suite 100 Auburn, CA 95603

- (b) "The County, its officers, employees, and agents are additional insureds on this policy."
  - (c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the County, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
  - (d) "Inclusion of the County as an insured shall not affect the County's rights as respects any claim, demand, suit or judgment brought or recovered against Contractor. This policy shall protect Contractor and the County in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the insurer's liability as set forth in the policy beyond the amount shown or to which the insurer would have been liable if only one party had been named as an insured."
- (3) The Physical Damage policy shall contain the following endorsements:
- (a) Notice of cancellation, as provided in subsection B.2(a).
  - (b) Cross liability endorsement, as provided in subsection B.2(d).
  - (c) Waiver of subrogation against the County.

C. Delivery of Proof of Coverage. No later than five (5) days after the execution of this Agreement by the Parties, Contractor shall furnish the County a certificate for each policy of insurance required under this Article in form and substance satisfactory to the County. Each such certificate shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If the County requests, copies of each policy, together with all endorsements, shall also be promptly delivered to the County.

Contractor shall furnish renewal certificates to the County to demonstrate maintenance of the required coverages throughout the Term.

Furnishing of evidence of required insurance being in force is a condition to Contractor's entitlement to payment.

D. Other Insurance Requirements

(1) In the event any services hereunder are delegated by Contractor to a subcontractor, Contractor shall require all such subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The general liability insurance required by this section shall cover Contractor's liability for acts of its subcontractors or each subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this section.

(2) Contractor shall comply with all requirements of the insurers issuing policies and shall require its subcontractors to do so. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement, including those imposed by this Article. If any Claim is made by any third Person against Contractor or any subcontractor on account of any occurrence related to this Agreement, Contractor shall

promptly report the facts in writing to the insurance carrier and to the County. If Contractor fails to procure and maintain any insurance required by this Agreement, the County may take out and maintain, at Contractor's expense, such insurance as is required hereunder and deduct the cost thereof from any monies due Contractor.

(3) If requested by the County, the Comprehensive General Liability policy shall be promptly, and at no cost to the County, amended by endorsement to add the trustee of any bonds, which were, or may be in the future, issued by the County to finance the original construction of the Facility, as an additional insured, provided such amendment does not result in a material increase in premiums.

## **10. PERFORMANCE BOND.**

Contractor shall furnish a performance bond or letter of credit ("performance bond") securing the Contractor's faithful performance of its obligations under this Agreement, the principal sum of which shall be One Hundred Thousand Dollars (\$100,000). The form of such bond shall be substantially as provided in Exhibit F. The term of the bond and any successor performance bond shall end on July 30, except for the last such successor performance bond's term which shall end on June 30, 2023. Each then current performance bond shall be either extended or replaced by a new performance bond, and in substantially the same form as Exhibit F. Not less than ninety (90) days before the expiration of each such current performance bond, Contractor shall furnish either the replacement bond or a continuation certificate, executed by the surety. It is the intention of this section that there be in full force and effect at all times a bond securing the Contractor's faithful performance of its obligations, duties and other commitments under this Agreement throughout its Term.

## **11. RIGHTS OF COUNTY TO PERFORM DURING EMERGENCY.**

A. Emergency Collection. Should Contractor, for any reason whatsoever, including the occurrence or existence of force majeure as defined in Section 17(A) of this Article, refuse or be unable to collect, transport and dispose of any or all of the Solid Waste which it is obligated under this Agreement to collect, transport and dispose of for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste should accumulate in the Franchise Area to such an extent, in such a manner, or for such a time that the Environmental Engineering Program Manager in the exercise of his/her sole discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event County shall have the right, upon twenty-four (24) hour prior written notice to Contractor, during the period of such emergency, to contract on a temporary basis with third parties to collect and transport any and all Solid Waste which Contractor would otherwise be obligated to collect and transport pursuant to this Agreement.

B. Contractor to Cooperate. Contractor agrees that in such event described in Section 11(A) above it will fully cooperate with County and its third-party contractor to effect such a transfer of operations in as smooth and efficient a fashion as is practicable.

C. Contractor to Pay Increased Costs. All costs, fees, and other expenses incurred by the County and/or its third-party contractor that exceed those which would have been incurred by County had no such emergency described in Section 11(A) above arisen

shall be the responsibility of the Contractor, and shall be paid to the County within thirty (30) days of Contractor's receipt of written notice to so pay, except where the reason for Contractor's failure to perform was due to force majeure as defined in Section 17(A) of this Article.

## 12. TERMINATION

A. Default by Contractor. Each of the following shall constitute a Default under this Agreement on the part of the Contractor:

(1) Material Breach of Contractor's Obligations. The material failure or refusal of Contractor to comply with the obligations and duties imposed on Contractor pursuant to this Agreement, subject to the following: In the event of any such material failure or refusal, County and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on an informal resolution or cure of the breach, such material failure or refusal shall constitute a Default if:

(a) The County shall have given prior written notice to the Contractor specifying that a particular material failure or refusal to perform exists which will, unless corrected, constitute a Default on the part of the Contractor under this Agreement; and

(b) The Contractor has not corrected such material failure or refusal within thirty (30) days or, if such material failure or refusal is not reasonably capable of being cured within said thirty day period, has not taken reasonable steps to commence to correct the same within thirty days from the date of the notice given pursuant to this section, and thereafter does not diligently continue to take reasonable steps to correct such material failure or refusal.

(2) Events of Insolvency. The Contractor, or either of them, (a) being or becoming insolvent or bankrupt, or ceasing to pay its debts as they mature, or making an arrangement with or for the benefit of its creditors, or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (b) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (c) taking any action approving of, consenting to, or acquiescing in any such proceeding; or (d) being a party to the levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with the Contractor's performance hereunder. In the event of the Contractor being or becoming insolvent or bankrupt, the Contractor shall (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; and (iii) provide adequate assurance of future performance under this Agreement under 111 USC Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the County from requesting such other conditions to assumption of this Agreement, as it deems reasonable and necessary.

B. No Waivers. Any waiver of a Default shall not be deemed to be a waiver of any subsequent Default or to be construed as approval of a course of conduct.

C. Termination. Upon the occurrence of a Default and the declaration of termination of this Agreement by the Board of Supervisors, this Agreement and the franchise granted hereunder shall be of no further force and effect, excepting those obligations of each party to the other which in order for such party to reasonably carry them out should survive termination of this Agreement, including, but not limited to County's rights to indemnity and to temporarily assume Contractor's obligations. County then shall be free to enter into whatever other arrangements are deemed by County to be justified and necessary for the collection, removal and disposal of Solid Waste within the Franchise Area.

D. Default by County. Each of the following shall constitute a Default under this Agreement on the part of the County:

(1) Material Breach of County's Obligations. The material failure or refusal of County to comply with the obligations and duties imposed on County pursuant to this Agreement, subject to the following: In the event of any such material failure or refusal, County and Contractor shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the parties are unable to agree on an informal resolution or cure of the breach, such material failure or refusal shall constitute a Default if:

(a) The Contractor shall have given prior written notice to the County specifying that a particular material failure or refusal to perform exists which will, unless corrected, constitute a Default on the part of the County under this Agreement; and

(b) The County has not corrected such material failure or refusal within thirty (30) days or, if such material failure or refusal is not reasonably capable of being cured within said thirty day period, has not taken reasonable steps to commence to correct the same within thirty days from the date of the notice given pursuant to this section, and thereafter does not diligently continue to take reasonable steps to correct such material failure or refusal.

Under no circumstances, in the event of a County Default, shall the County be liable to Contractor for any consequential or incidental damages, or for any lost revenues or profits of Contractor.

### **13. AGREEMENT TRANSFERABLE; COUNTY'S CONSENT REQUIRED**

A. No Assignment Without Consent. The rights and privileges granted to Contractor by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any Person, except by act of the Contractor with the prior written consent of the County expressed by resolution of the Board of Supervisors. Any attempt by Contractor to assign this Agreement without the consent of County shall be void.

B. Assignment Defined. The term "assignment" shall include any dissolution, merger, consolidation or other reorganization of the Contractor, or the sale or other transfer of Contractor's capital stock, which results in a change in control.

C. "Change in Control" Defined. "Change in control" shall mean any acquisition of more than fifty percent (50%) of Contractor's voting stock by any Person, or group of



Persons acting in concert, who is not as of the date of this Agreement a stockholder in Contractor (or either of them), an immediate family member of such a stockholder, a management employee or principal of Contractor (or either of them), or an Affiliate.

D. Breach. Any assignment occurring without prior written County approval shall constitute a Default under this Agreement.

E. County's Option to Terminate. In the event the Contractor herein attempts to assign this Agreement or any part hereof or any obligation hereunder without the County's consent as required herein, the County shall have the right to elect to terminate this Agreement forthwith, without suit or other proceedings.

F. Involuntary Assignments. Each or any of the following acts shall be considered an involuntary assignment providing the County with the right to elect to terminate the Agreement forthwith, without suit or other proceeding:

(1) If Contractor is or becomes insolvent, or makes an assignment for the benefit of creditors;

(2) If a writ of attachment or execution is levied on this Agreement, or other property of Contractor, such that it would affect Contractor's ability to perform its duties and obligations under this Agreement and such writ or execution is not removed within thirty (30) days; or

(3) If, in any proceeding to which Contractor is a party, a receiver is appointed with authority to take possession of Contractor's property, such that would affect Contractor's ability to perform its duties and obligations under this Agreement.

G. Conditions to Obtaining County's Consent. The County's consent to an assignment may be withheld if, inter alia, the following conditions are not satisfied:

(1) The Contractor shall give the County at least ninety (90) days advance written notice of the Contractor's intent to sell, transfer or assign this Agreement. As part of that notice, the Contractor shall provide to the County the following written information:

(a) The name, address and telephone number of the proposed assignee;

(b) The character of the legal entity owning or controlling the assignee, and the names, addresses and telephone numbers of all principals, partners and/or shareholders thereof, as the case may be; and

(c) A copy of any and all purchase and assignment agreements containing, at a minimum, the terms and conditions of the sale, transfer or assignment of this Agreement; provided, however, that the dollar amount of any financial consideration may be deleted from said copies unless and until said information becomes relevant to the review of Contractor's Collection Fees and Processing Fees under this Agreement; and, provided, further, however, that nothing in this Agreement shall obligate County to treat any of said acquisition costs as an allowable expense of said transferee for rate setting purposes.

(2) The proposed transferee must be shown, by credible and sufficient evidence, to be qualified, by financial condition, background and experience to be able to fully assume and satisfactorily perform all of the Contractor's obligations hereunder, and

particularly, to be able to perform under this Agreement in a fashion that will assure the County of complying with AB 939.

(3) The Contractor cannot be in default under any of the material terms and conditions hereof.

(4) The transferee must be willing to, in writing, assume all of the obligations of Contractor hereunder.

#### **14. ASSIGNMENT OF AGREEMENT; FEES**

A. Transfer Fee. Any application for approval of an assignment of this Agreement shall be made in a manner reasonably prescribed by the Environmental Engineering Program Manager. The application shall include a transfer fee in the amount of Fifteen Thousand Dollars (\$15,000), to cover the anticipated cost of all direct administrative expenses of County, including consultants and attorneys, necessary to adequately analyze the application and to reimburse County for all direct and indirect expenses.

B. Non-Recoverable Cost. This transfer fee is over and above any Fee Surcharges, License Fees or any other fees remitted to the County as specified in this Agreement, and shall not be a recoverable cost for rate setting purposes.

#### **15. NO SUBCONTRACTING**

Contractor shall not subcontract, assign or delegate to any other Person, the performance of any of Contractor's services, operations, obligations, covenants or duties under this Agreement, unless Contractor has previously obtained the County's written consent thereto.

#### **16. ENTIRE COMPENSATION**

Contractor shall perform all services, operations, obligations, covenants, duties and all other acts and things required of Contractor under this Agreement, for the Collection Fees described in this Agreement, and shall not be entitled to any other compensation, payments or consideration of any kind except as expressly set forth in this Agreement.

#### **17. MISCELLANEOUS PROVISIONS**

A. Force Majeure. Notwithstanding any other provision herein, Contractor shall not be in Default under this Agreement in the event that the collection services of Contractor are temporarily interrupted or discontinued for reasons outside the reasonable control of the Contractor, including, but not limited to, riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, excessive snow, or other similar or dissimilar events which are beyond the reasonable control of Contractor. Other events do not include the financial inability of the Contractor to perform, or the failure of the Contractor to obtain any necessary permits or licenses from other governmental agencies or to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor. In the event a labor disturbance interrupts collection, transportation and/or disposal of Solid Waste by Contractor as

required under this Agreement, County may elect to exercise its rights under Article Five, Section 11 of this Agreement.

B. Independent Contractor. Contractor is an independent contractor, and not an officer, agent, servant or employee of County. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between County and Contractor. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to County's employees.

C. Non-Discrimination: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure the applicants are employed if qualified and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, to the extent required or permitted under Applicable Law.

D. Law to Govern; Venue. The internal laws of the State of California, irrespective of choice of law principles, shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Placer. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Eastern District of California.

E. Fees and Gratuities. Contractor shall not, nor shall it permit any agent, employee or subcontractor employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement not provided for in this Agreement.

F. Prior Agreements and Amendments. No amendment of this Agreement shall be valid unless it is made in writing and duly executed by the parties. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no promises, representations, warranty or covenant not included in this Agreement have been or are relied upon by either party. This Agreement is intended to supersede and replace the Prior Agreements, except as otherwise specifically provided in this Agreement.

G. Compliance With County Code. Contractor shall comply with those provisions of the County Code which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement, provided that such provisions are not inconsistent with the terms of this Agreement.

H. Prevailing Wages. Contractor shall be knowledgeable regarding all changes in California laws and regulations requiring the payment of prevailing wages and benefits to its employees, and shall pay its employees prevailing wages and benefits if, and to the extent, required by such laws and regulations.

I. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To County:  
Mr. Kevin Bell, Program Manager  
Environmental Engineering Division  
Department of Facilities Services  
11476 C Avenue, DeWitt Center  
Auburn, CA 95603  
Facsimile No: (530) 889-6809

To Contractor:  
John Rowe, General Manager  
Recology - Auburn Placer  
12305 Shale Ridge Rd.  
P.O. Box 6566  
Auburn, CA 95604  
Facsimile No.: (530) 885-1922

The address to which communications may be delivered may be changed from time to time by a notice to the other party in accordance with this section. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

J. Savings Clause and Entirety. If any non-material provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

K. Exhibits Incorporated. Exhibits "A" through "F" are attached hereto and incorporated in this Agreement by reference.

L. Joint Drafting. This Agreement was drafted jointly by the parties to the Agreement.

M. Judicial Review. Nothing in this Agreement shall be construed to prevent either party from seeking redress to the Courts for the purposes of legal review of administrative proceedings in regard to rate setting or County's actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement.

N. Police Powers. Nothing in this Agreement is intended to or may limit County's authority pursuant to its police power.

O. Affiliated Entities. Whether or not Contractor shall provide information necessary to satisfy County that the charges made by any Affiliate are reasonable shall be determined as part of the rate review process.

P. Successors and Assigns. Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the County and Contractor.

Q Survival. All confidentiality and indemnification provisions of this Agreement shall survive the expiration or termination of this Agreement.

IN WITNESS THEREOF, County and Contractor have executed this Agreement this

9th day of April, 2013.

COUNTY OF PLACER

By: 

Chair, Board of Supervisors

RECOLOGY - AUBURN PLACER (Contractor)

By: 

Michael Sangiacomo, President

By: 

Roxanne Frye, Secretary

APPROVED AS TO FORM:

By: 

Counsel to County

**EXHIBIT A**  
**FRANCHISE AREA**

**Franchise Area No. 1**

1. Franchise Area No. 1, for the collection of garbage shall consist of:

(i) All the western portion of Placer County, excluding the incorporated cities of Roseville, Rocklin and Lincoln and that parcel of property located in Section 35, T11N, R5E, known as Finger's Dump Site lying westerly of the hereinafter described line:

Beginning at a point, said point is the northeast corner of the fractional Section 34, T14N, R7E, said point also lies on the common boundary between Placer and Nevada Counties;

Thence from said point of beginning in a southerly direction the following three courses:

1. Along the easterly side of Section 34, T14N, R7E, to the northeast corner of Section 3, T13N, R7E;

2. Along the easterly side of Sections 3, 10, 15, 22, 27, 34, T13N, R7E, to the township line between T13N and T12N;

3. Along the easterly side of Sections 3, 10, 15, T12N, R7E, to the northeast corner of Section 22, T12N, R7E;

Thence easterly along the northerly boundary of Section 23, T12N, R7E, to the northeast corner of said section;

Thence southerly along the easterly boundary of Section 23, T12N, R7E, to the southeast corner of said section;

Thence easterly along the northerly boundary of Section 25, T12N, R7E, to the northeast corner of said section;

Thence southerly along the easterly boundary of Section 25, T12N, R7E, to the southeast corner of said section;

Thence easterly along the northerly boundary of Section 31, T12N, R8E, to the northeast corner of said section;

Thence southerly along the easterly boundary of Section 31, T12N, R8E, to the southeast corner of said section;

Thence easterly along the southern boundary of Sections 32, 33, and 34, T12N, R8E, to the Placer-El Dorado County boundary line and;

(ii) The area of Placer County described herein, except for the incorporated cities of Auburn and Colfax:

Beginning at a point, said point is the northeast corner of the fractional Section 34, T14N, R7E, said point also lies on the common boundary between Placer and Nevada Counties;

Thence from said point of beginning in a southerly direction the following three courses:

1. Along the easterly side of Section 34, T14N, R7E, to the northeast corner of Section 3, T13N, R7E;

2. 2. Along the easterly side of Sections 3, 10, 15, 22, 27, 34, T13N, R7E, to the township line between T13N and T12N;

3. Along the easterly side of Sections 3, 10, 15, T12N, R7E, to the northeast corner of Section 22, T12N, R7E;

*Thence easterly along the northerly boundary of Section 23, T12N, R7E, to the northeast corner of said section;*

Thence southerly along the easterly boundary of Section 23, T12N, R7E, to the southeast corner of said section;

Thence easterly along the northerly boundary of Section 25, T12N, R7E, to the northeast corner of said section;

Thence southerly along the easterly boundary of Section 25, T12N, R7E, to the southeast corner of said section;

Thence easterly along the northerly boundary of Section 31, T12N, R8E, to the northeast corner of said section;

Thence southerly along the easterly boundary of Section 31, T12N, R8E, to the southeast corner of said section;

Thence easterly along the southern boundary of Sections 32, 33, and 34, T12N, R8E, to the Placer-El Dorado County boundary line;

Thence from said point in a northeasterly direction along the common boundary between Placer and El Dorado Counties to the Middle Fork of the American River;

Thence in a northeasterly direction along the North Fork of the American River to the North boundary of Section 1, T14N, R9E, said point also being on the township line between T14N and T15N;

Thence westerly along the north boundary of Sections 1, 2, and 3, T14N, R9E, to the quarter section line of Section 34, T15N, R9E;

Thence northerly along the said quarter section line to the north boundary of Section 34, T15N, R9E;

Thence westerly along the north boundary of Section 34, and 33, T15N, R9E, to a point on the northerly boundary of said Section 33, said point also being on the Placer-Nevada County boundary, said point also being on the Bear River;

Thence in a southwesterly direction along the common boundary between Placer-Nevada Counties to the point of beginning.

#### **Franchise Area No. 4**

D. Franchise Area No. 4, for the collection of garbage shall consist of the area described herein:

Beginning at a point, said point being the junction of the south boundary of Section 1, T12N, R8E, and the Placer-El Dorado County boundary line;

Thence from said point of beginning northeasterly along the Placer-El Dorado County boundary line to the southeast corner of Section 26, T14N, R15E;

Thence north along the east boundary of Sections 26, 23, 14, 11, and 2, T14N, R15E, Section 35, 26, 23, 14, 11, and 2, T15N, R15E, to the northeast corner of Section 2, T15N, R15E;

Thence easterly along the north boundary of Section 6, T15N, R16E, to the southeast corner of Section 36, T16N, R15E;

Thence north along the east side of Sections 36, 25, and 24, T16N, R15E, to the northeast corner of Section 24, T16N, R15E;

Thence west along the north boundary of Sections 24 and 23, T16N, R15E, to the North Fork of the American River;

Thence westerly along the North Fork of the American River to the confluence of the Middle and North Forks of the American River;

Thence along the Middle Fork of the American River to the point of beginning said point of beginning being the intersection of the south boundary of Section 1, T12N, R8E, and the Placer-El Dorado County boundary line.



**EXHIBIT B****FRANCHISE AREAS 1 AND 4  
GARBAGE COLLECTON FEES****RESIDENTIAL**

Service Level	lbs/wk	Service	Disposal	Fee Surcharge	Total
32 gal can	28	\$12.09	\$4.13	\$1.14	<b>\$17.36</b>
2 cans	56	\$15.09	\$8.25	\$1.63	<b>\$24.97</b>
3 cans	84	\$17.42	\$12.38	\$2.09	<b>\$31.89</b>
4 cans	112	\$20.23	\$16.50	\$2.57	<b>\$39.30</b>
5 cans	140	\$22.76	\$20.63	\$3.04	<b>\$46.43</b>
6 cans	168	\$25.14	\$24.75	\$3.49	<b>\$53.38</b>
sen cit	28	\$9.45	\$4.13	\$0.95	<b>\$14.53</b>
toter	65	\$18.45	\$9.58	\$1.96	<b>\$29.99</b>
add toter	65	\$8.57	\$9.58	\$1.27	<b>\$19.42</b>
extra cans	28	\$2.64	\$0.95	\$0.25	<b>\$3.84</b>
extra bags	18	\$1.82	\$0.61	\$0.17	<b>\$2.60</b>
oversize charge		\$2.48	\$0.00	\$0.17	<b>\$2.65</b>
distance charge		\$3.58	\$0.00	\$0.25	<b>\$3.83</b>
gate charge		\$4.53	\$0.00	\$0.32	<b>\$4.85</b>

**COMMERCIAL**

1 yard	150	\$77.64	\$22.10	\$6.98	<b>\$106.72</b>
2 yard	300	\$122.18	\$44.20	\$11.65	<b>\$178.03</b>
3 yard	450	\$167.11	\$66.30	\$16.34	<b>\$249.75</b>
4 yard	600	\$208.50	\$88.40	\$20.78	<b>\$317.68</b>
5 yard	750	\$247.41	\$110.50	\$25.05	<b>\$382.96</b>
6 yard	900	\$288.76	\$132.60	\$29.50	<b>\$450.86</b>
7 yard	1050	\$330.11	\$154.70	\$33.94	<b>\$518.75</b>
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1 yard 2/week	300	\$118.56	\$44.20	\$11.39	<b>\$174.15</b>
1 yard 3/week	450	\$159.14	\$66.30	\$15.78	<b>\$241.22</b>
1 yard 4/week	600	\$199.64	\$88.40	\$20.16	<b>\$308.20</b>
1 yard 5/week	750	\$238.18	\$110.50	\$24.41	<b>\$373.09</b>
1 yard 6/week	900	\$283.01	\$132.60	\$29.09	<b>\$444.70</b>
2 yard 2/week	600	\$201.90	\$88.40	\$20.32	<b>\$310.62</b>
2 yard 3/week	900	\$282.18	\$132.60	\$29.03	<b>\$443.81</b>
2 yard 4/week	1200	\$361.30	\$176.80	\$37.67	<b>\$575.77</b>
2 yard 5/week	1500	\$441.24	\$221.00	\$46.36	<b>\$708.60</b>

2 yard 6/week	1800	\$597.75	\$265.20	\$60.41	<b>\$923.36</b>
3 yard 2/week	900	\$285.41	\$132.60	\$29.26	<b>\$447.27</b>
3 yard 3/week	1350	\$404.19	\$198.90	\$42.22	<b>\$645.31</b>
3 yard 4/week	1800	\$523.43	\$265.20	\$55.20	<b>\$843.83</b>
3 yard 5/week	2250	\$642.23	\$331.50	\$68.16	<b>\$1,041.89</b>
3 yard 6/week	2700	\$761.20	\$397.80	\$81.13	<b>\$1,240.13</b>
4 yard 2/week	1200	\$354.29	\$176.80	\$37.18	<b>\$568.27</b>
4 yard 3/week	1800	\$482.72	\$265.20	\$52.35	<b>\$800.27</b>
4 yard 4/week	2400	\$620.26	\$353.60	\$68.17	<b>\$1,042.03</b>
4 yard 5/week	3000	\$756.86	\$442.00	\$83.92	<b>\$1,282.78</b>
4 yard 6/week	3600	\$890.15	\$530.40	\$99.44	<b>\$1,519.99</b>
5 yard 2/week	1500	\$411.33	\$221.00	\$44.26	<b>\$676.59</b>
5 yard 3/week	2250	\$607.15	\$331.50	\$65.71	<b>\$1,004.36</b>
5 yard 4/week	3000	\$717.68	\$442.00	\$81.18	<b>\$1,240.86</b>
5 yard 5/week	3750	\$853.34	\$552.50	\$98.41	<b>\$1,504.25</b>
5 yard 6/week	4500	\$1,189.44	\$663.00	\$129.67	<b>\$1,982.11</b>
6 yard 2/week	1800	\$490.97	\$265.20	\$52.93	<b>\$809.10</b>
6 yard 3/week	2700	\$754.95	\$397.80	\$80.69	<b>\$1,233.44</b>
6 yard 4/week	3600	\$884.20	\$530.40	\$99.02	<b>\$1,513.62</b>
6 yard 5/week	4500	\$1,072.35	\$663.00	\$121.47	<b>\$1,856.82</b>
6 yard 6/week	5400	\$1,360.63	\$795.60	\$150.94	<b>\$2,307.17</b>
7 yard 2/week	2100	\$570.61	\$309.40	\$61.60	<b>\$941.61</b>
7 yard 3/week	3150	\$902.78	\$464.10	\$95.68	<b>\$1,462.56</b>
7 yard 4/week	4200	\$1,050.72	\$618.80	\$116.87	<b>\$1,786.39</b>
7 yard 5/week	5250	\$1,291.32	\$773.50	\$144.54	<b>\$2,209.36</b>
7 yard 6/week	6300	\$1,531.76	\$928.20	\$172.20	<b>\$2,632.16</b>
extra empty	lbs/empty				
1 yard	150	\$12.33	\$5.10	\$1.22	<b>\$18.65</b>
2 yard	300	\$24.46	\$10.20	\$2.43	<b>\$37.09</b>
3 yard	450	\$43.67	\$15.30	\$4.13	<b>\$63.10</b>
4 yard	600	\$48.39	\$20.40	\$4.82	<b>\$73.61</b>
5 yard	750	\$51.83	\$25.50	\$5.41	<b>\$82.74</b>
6 yard	900	\$65.91	\$30.60	\$6.76	<b>\$103.27</b>
7 yard	1050	\$79.96	\$35.70	\$8.10	<b>\$123.76</b>

**Bin Rental**

1 yard		\$12.99		\$0.91	<b>\$13.90</b>
2 yard		\$16.17		\$1.13	<b>\$17.30</b>
3 yard		\$19.59		\$1.37	<b>\$20.96</b>
4 yard		\$22.67		\$1.59	<b>\$24.26</b>
5 yard		\$25.89		\$1.81	<b>\$27.70</b>
6 yard		\$29.16		\$2.04	<b>\$31.20</b>
7 yard		\$32.44		\$2.27	<b>\$34.71</b>

Office paper bin  
set-up charge

\$89.62	\$6.27	<b>\$95.89</b>
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lbs/wk

1-32 gallon can	28	\$12.69	\$4.13	\$1.18	<b>\$18.00</b>
2-32 gallon cans	56	\$25.38	\$8.25	\$2.35	<b>\$35.98</b>
3-32 gallon cans	84	\$38.14	\$12.38	\$3.54	<b>\$54.06</b>
4-32 gallon cans	112	\$50.85	\$16.50	\$4.71	<b>\$72.06</b>
5-32 gallon cans	140	\$63.56	\$20.63	\$5.89	<b>\$90.08</b>
6-32 gallon cans	168	\$76.28	\$24.75	\$7.07	<b>\$108.10</b>

1 commercial toter	65	\$18.45	\$9.58	\$1.96	<b>\$29.99</b>
2 commercial toters	130	\$36.86	\$19.15	\$3.92	<b>\$59.93</b>
3 commercial toters	195	\$55.31	\$28.73	\$5.88	<b>\$89.92</b>
4 commercial toters	260	\$73.77	\$38.31	\$7.85	<b>\$119.93</b>
5 commercial toters	325	\$92.18	\$47.88	\$9.80	<b>\$149.86</b>
6 commercial toters	390	\$110.64	\$57.46	\$11.77	<b>\$179.87</b>

**C&D DEBRIS****BOXES**

lbs/yd

15 yard	272	\$167.85	\$93.84	\$18.32	<b>\$280.01</b>
20 yard	272	\$174.35	\$125.12	\$20.96	<b>\$320.43</b>
30 yard	272	\$186.02	\$187.68	\$26.16	<b>\$399.86</b>
33 yard	272	\$186.78	\$206.45	\$27.53	<b>\$420.76</b>
40 yard	272	\$201.56	\$250.24	\$31.63	<b>\$483.43</b>
50 yard	272	\$222.33	\$312.80	\$37.46	<b>\$572.59</b>

**COMMERCIAL DEBRIS BOXES**

lbs/yd

15 yard	272	\$167.85	\$138.72	\$21.46	<b>\$328.03</b>
20 yard	272	\$174.35	\$184.96	\$25.15	<b>\$384.46</b>
30 yard	272	\$186.02	\$277.44	\$32.44	<b>\$495.90</b>
33 yard	272	\$186.78	\$305.18	\$34.44	<b>\$526.40</b>
40 yard	272	\$201.56	\$369.92	\$40.00	<b>\$611.48</b>
50 yard	272	\$222.33	\$462.40	\$47.93	<b>\$732.66</b>

TEMPORARY BINS		lbs/yd			
5 yard	150	\$84.76	\$25.50	\$7.72	<b>\$117.98</b>
6 yard	150	\$79.50	\$30.60	\$7.71	<b>\$117.81</b>
7 yard	150	\$75.56	\$35.70	\$7.79	<b>\$119.05</b>

#### **CD TEMPORARY BINS**

7 yard	150	\$75.56	\$24.15	\$6.98	<b>\$106.69</b>
--------	-----	---------	---------	--------	-----------------

#### **COMPACTOR RATES \***

10-15 yards	\$190.48
16-20 yards	\$205.12
21-30 yards	\$219.78
31-40 yards	\$234.42
41-50 yards	\$249.07

#### **WOOD RECYCLING DEBRIS BOXES**

15 yard	345	\$162.99	\$64.74	\$15.94	<b>\$243.67</b>
20 yard	345	\$169.27	\$86.32	\$17.89	<b>\$273.48</b>
30 yard	345	\$180.60	\$129.48	\$21.71	<b>\$331.79</b>
40 yard	345	\$195.69	\$172.64	\$25.78	<b>\$394.11</b>

- \*PLUS: 1) TOTAL TRAVEL MILEAGE TIMES \$1.39 PER MILE.  
2) LANDFILL FEES AS CHARGED AT THE LANDFILL.  
3) COUNTY FRANCHISE FEE.

## TRANSFER STATIONS FEES

				Fee		
	lbs/yard	Service	Disposal	Surcharge	Total	Rounded Fee
1 yard	272	\$4.43	\$9.25	\$0.96	\$14.64	\$14.75
1/2 yard	272	\$2.21	\$4.62	\$0.48	\$7.31	\$7.25
Tires	lbs/tire					
car	43	\$0.21	\$3.23	\$0.24	\$3.68	\$3.75
truck	114	\$7.13	\$8.55	\$1.10	\$16.78	\$16.75
tractor	350	\$44.73	\$26.25	\$4.97	\$75.95	\$76.00
Euclid	1000	\$29.42	\$75.00	\$7.31	\$111.73	\$111.75
	lbs/item					
CFC appliances		\$27.35	\$4.00	\$2.19	\$33.54	\$33.25
appliances <sup>1</sup>		\$10.98	\$4.00	\$1.05	\$16.03	\$16.00
mattresses	54	\$13.58	\$1.88	\$1.08	\$16.54	\$16.25
box springs	51	\$13.73	\$1.78	\$1.09	\$16.60	\$16.25
	lbs/yard					
1 yard sheet rock	387	\$5.90	\$13.16	\$1.33	\$20.39	\$20.50
1 yard roofing	546	\$6.16	\$18.56	\$1.73	\$26.45	\$26.50
1 yard compacted	680	\$7.07	\$23.12	\$2.11	\$32.30	\$32.25
1 yard dirt/trash	816	\$9.76	\$27.74	\$2.63	\$40.13	\$40.25

## FRANCHISE AREA 4 PARCEL FEE

	lbs/month	Service	Disposal	Franchise Fee	Total Fee
Residential	266.5	\$7.50	\$9.06	\$1.16	\$17.72
Commercial	266.5	\$7.50	\$9.06	\$1.16	\$17.72
Mobile Home Park	266.5	\$7.50	\$9.06	\$1.16	\$17.72

### NOTES:

1. The disposal component of the rates for appliances is based on the fee charged by the WPWMA to accept the item at their facility.

## **EXHIBIT B-1**

### **COLLECTION SERVICE AND TRANSFER STATION RATE-SETTING METHODOLOGY**

This Exhibit describes the methodology used to adjust fees on an annual basis. The fees consist of three components; service, disposal and Fee Surcharge, which are described in Article Four.

#### **DISPOSAL**

The formulas used to calculate the adjustment to the disposal component of the fees are as follows. Average weights are listed in Exhibit B-2.

#### **Residential and Commercial Collection Service**

*(average weight of container placed at curbside in lbs/collection) x (WPWMA tipping fee in \$/ton) x (frequency of collection per year) / (2000 lbs/ ton) / (12 months/yr) = monthly disposal cost*

##### **EXAMPLE 1 – Residential Toter Service**

$(65 \text{ lbs/collection}) \times (\$69.75/\text{ton}) \times (52 \text{ collections/yr}) / (2000 \text{ lbs/ton}) / (12 \text{ months/yr}) = \$9.82 \text{ per month}$

##### **EXAMPLE 2 – Commercial Two-Yard Container, Twice Weekly**

$(300 \text{ lbs/collection}) \times (\$69.75/\text{ton}) \times (104 \text{ collections/yr}) / (2000 \text{ lbs/ton}) / (12 \text{ months/yr}) = \$90.68/\text{month}$

#### **Debris Box Service**

*(size of bin in yards) x (average weight of container in lbs/yd) x (WPWMA tipping fee in \$/ton) / (2000 lbs/ton) = disposal cost*

##### **EXAMPLE 3 - 30-Yard Debris Box**

$(30 \text{ yds}) \times (272 \text{ lbs/yd}) \times (\$69.75) / (2000 \text{ lbs/ton}) = \$284.58$

#### **Meadow Vista & Foresthill Transfer Stations**

*(lbs/yd per Exhibit B2) x (WPWMA tipping fee in \$/ton) / (2000 lbs/ton) = disposal cost/yard*

Tipping Fees at the Meadow Vista and Foresthill Transfer Stations shall be rounded to the nearest quarter dollar (\$0.25), since Tipping Fees are paid in cash at the transfer stations. However, the prior year's Tipping Fee used in each year's inflation formula shall be the Tipping Fee resulting from the prior year's formula before it was rounded. For example, if the computed rate at the transfer stations is \$14.39, this number will be rounded upwards to \$14.50 for the purpose of charging customers at the transfer stations. However, the next year's inflation calculation will use the prior year's calculated number of \$14.39, and not \$14.50, as the prior year's Tipping Fee is adjusted by the calculation specified in the above formula.

#### **MSW, Sheetrock, Roofing, Compacted Waste, and Dirt/Trash**

##### **EXAMPLE 4 – Disposal cost per yard for MSW**

$(272 \text{ lbs/yd}) \times (\$69.75/\text{ton}) / (2000 \text{ lbs/ton}) = \$ 9.49/\text{yard}$

EXAMPLE 5 – Disposal cost per yard for sheet rock

$$(387 \text{ lbs/yd}) \times (\$69.75/\text{ton}) / (2000 \text{ lbs/ton}) = \$13.50/\text{yard}$$

#### Tires

$$(\text{lbs/tire per Exhibit B2}) \times (\text{WPWMA commercial tire tipping fee in } \$/\text{ton}) / (2000 \text{ lbs/ton}) = \text{disposal cost}$$

EXAMPLE 6 - Fee for Car Tires

$$(43 \text{ lbs/tire}) \times (\$150.00/\text{ton}) / (2000 \text{ lbs/ton}) = \$3.23$$

#### Residential Parcel Fee (Foresthill only)

$$(\text{lbs/month/residence per Exhibit B2}) \times (\text{WPWMA tipping fee in } \$/\text{ton}) / (2000 \text{ lbs/ton}) = \text{disposal component of parcel fee per month}$$

EXAMPLE 7 - Foresthill Residential Parcel Fee

$$(266.5 \text{ lbs/month}) \times (\$69.75/\text{ton}) / (2000 \text{ lbs/ton}) = \$9.29/\text{month}$$

#### SERVICE

To calculate the adjustment to the service component of the fees, multiply the existing service component by the COLA specified in Article Four, Section 6.

EXAMPLE 8 - Residential Toter Service with 3.29% COLA

$$(\$14.93 \text{ current service component}) \times (1.0329) = \$15.42$$

#### FEE SURCHARGE

The Fee Surcharge is established per Article Four, Section 2. The Fee Surcharge component of each rate is calculated by adding the disposal component and the service component and multiplying by the Fee Surcharge. Therefore, the Fee Surcharge component is automatically adjusted when either of those components are adjusted.

$$(\text{service component} + \text{disposal cost}) \times (\text{Fee Surcharge}) = \text{Fee Surcharge component}$$

EXAMPLE 9 - Residential Toter Service With 7% Fee Surcharge

$$[(\$15.42) + (\$9.82)] \times (0.14) = \$3.53$$

#### TOTAL FEE

To compute the total fee or rate that is charged to the customer the three components (service, disposal and surcharge) are added together.

$$(\text{service component}) + (\text{disposal component}) + (\text{Fee Surcharge component}) = \text{total fee}$$

EXAMPLE 10- Residential Single Toter Service

$$(\$15.42) + (\$9.82) + (\$3.53) = \$28.77 \text{ per month}$$

Compactor fees include a round trip mileage cost in addition to the service, disposal and Fee Surcharge components. The Fee Surcharge component is a factor of the service, disposal and mileage cost. Also, the disposal fee is based on weighing the bin as it is received at the WPWMA scalehouse.

*(size of bin in yards) + (actual WPWMA disposal charge) + (total round trip travel mileage from the customers site to the MRF @\$1.16/mile) + (Fee Surcharge component) = total compactor rate*

Example 11 - 10/15 - yard compactor bin, WPWMA disposal charge of \$209.25, located 10 miles from the MRF

$$(\$156.17) + (\$209.25) + (\$23.20) + (\$54.41) = \$443.03$$



## EXHIBIT B-2

### **AVERAGE WEIGHTS PER CONTAINER/WASTE TYPE**

This exhibit lists the average weights used to compute the disposal component of solid waste fees. These weights may be adjusted only by mutual agreement of the parties.

<u>Type of Service</u>	<u>Pounds per Week</u>
------------------------	------------------------

Residential 32-gallon can	28
Residential 90-gallon toter	65
Additional residential toter	65
Commercial 32-gallon can	28
Commercial 90-gallon toter	65

<u>Type of Service</u>	<u>Pounds per Cubic Yard</u>
------------------------	------------------------------

Commercial bin	150
Extra commercial bin	150
Temporary bin	150
Debris box - MSW	272
Debris box - wood waste	345

<u>Transfer Station Tipping Fees</u>	<u>Pounds per Cubic Yard</u>
--------------------------------------	------------------------------

1 yard MSW	272
1 yard sheet rock	387
1 yard roofing material	546
1 yard compacted waste	680
1 yard dirt/trash	816

<u>Per Item Weight (pounds)</u>
---------------------------------

Car tires	43
Truck tires	114
Tractor tires	350
Euclid tires	1000
Mattresses	54
Box springs	51

<u>Pounds Per Month Per Residence</u>
---------------------------------------

<u>Franchise Area 4 Parcel Fee</u>	266.5
------------------------------------	-------

## EXHIBIT C

### EXISTING RECOLOGY-AUBURN PLACER RECYCLING PROGRAMS

Commercial cardboard collection  
Blue bag recycling  
Drop off newspaper bins  
Drop off cardboard bins  
Drop off white paper bins  
Wood recycle drop boxes  
Cardboard recycle drop boxes  
Metal recycle drop boxes

In addition, Contractor conducts these recycling activities at the Auburn Transfer Station:

Newspaper, cardboard, white paper drop off  
Motor oil  
Batteries  
Latex paint  
Aluminum  
Glass  
Plastic  
Appliances  
Tires  
Scrap metal  
Wood  
Green waste  
E-waste recycling  
Propane tanks

The following are the bin locations for newspaper (n) and corrugated cardboard (c) drop off:

APDS Recycle	Bell Rd. & I 80, Bowman (n & c)
Chana High School	3775 Richardson Dr., Auburn (n & c)
APDS Recycle	13957 Bowman Rd., Bowman (n)
Ackerman School	13777 Bowman Rd., Bowman (n & c)
Country Gable Shopping Center	6847 Douglas Blvd., Granite Bay (n)
Foresthill Elementary School	24750 Main St. (n)
APDS Recycle	12305 Shale Ridge Rd., Auburn (n & c)
Colfax High School	24995 Ben Taylor Rd., Colfax (c)
Weimar Hills School	255 Weimar Crossroad, Weimar (c)
Placer Hills Elementary School	16801 Placer Hills Rd., M. Vista (c)
Placer County Facilities	DeWitt Center (n & c)
Rock Creek Mobile Home Park	765 Grass Valley Hwy., Auburn (n & c)
Auburn Faith Hospital	11815 Education St., Auburn (n & c)

# Exhibit D - Greenwaste Service Areas

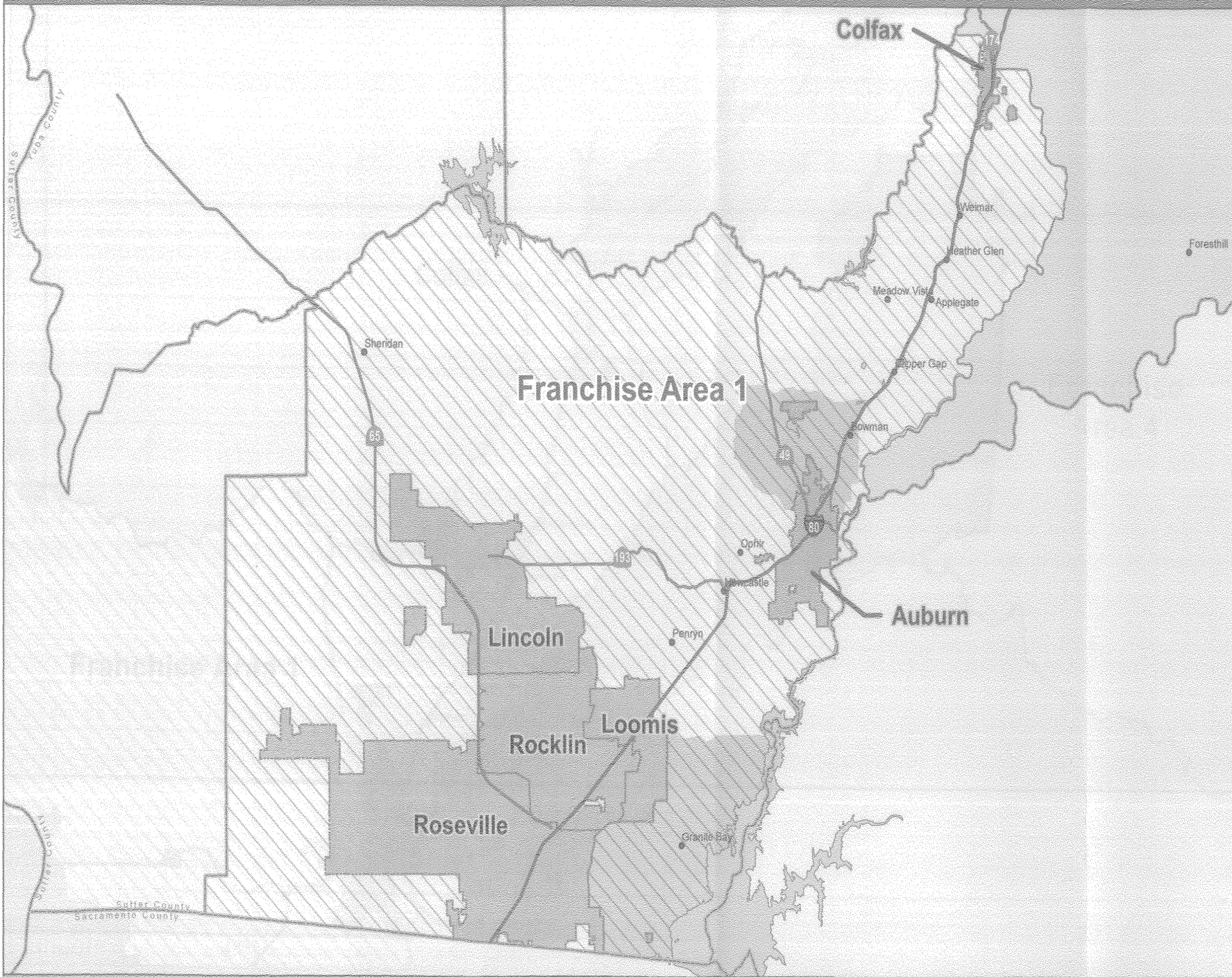


## Placer County - Greenwaste Service Areas - Exhibit D -

March 6, 2013

### Legend

- Franchise Area 1
- Greenwaste Service - 10 Lot Zone
- Greenwaste Service - 50 Lot Zone
- City Boundaries
- Highway
- Lakes








# Exhibit E - Solid Waste Franchise Areas 4 / Foresthill Fee Area

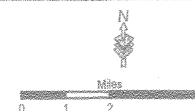


Placer County - Solid Waste  
Franchise Areas 4  
Foresthill Fee Area  
- Exhibit E -

March 6, 2013

## Legend

-  Franchise Area 1
-  Franchise Area 4
-  Foresthill Fee Area
-  City Boundaries
-  Highway
-  Lakes



**EXHIBIT F**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS; that

WHEREAS, the Placer County, California, a public agency of the State of California (hereinafter called "OBLIGEE") has entered into a contract with Recology - Auburn Placer, a California corporation, (hereinafter called "PRINCIPAL"), entitled "Agreement for Solid Waste Handling Services" (hereinafter called "contract"); and

WHEREAS, said PRINCIPAL is required under the terms of Article Five, Section 10 of said contract to furnish a bond of faithful performance for said contract.

NOW, THEREFORE, we, the PRINCIPAL, and

\_\_\_\_\_, a corporation organized and doing business under the laws of the State of \_\_\_\_\_, and duly licensed and admitted in the State of California for the purpose of making, guaranteeing or becoming sole surety upon bonds required or authorized by the laws of the State of California (hereinafter referred to as "SURETY") are held and firmly bound unto the OBLIGEE, in the penal sum of One Million Dollars (\$1,000,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bound PRINCIPAL shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of said contract, and any alteration thereof made as therein provided, to be performed by said PRINCIPAL during the term of this bond at the time and in the manner therein specified, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect until PRINCIPAL's obligations during the term of this bond have been satisfied.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract thereunder or the specifications accompanying the same shall in any way affect its obligations on

this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

The term of this bond shall commence on \_\_\_\_\_; and shall end on \_\_\_\_\_.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(PRINCIPAL)

By: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_  
(ATTORNEY IN FACT)

(SEAL)

*(Signatures of Principal and Surety must be acknowledged by Notary Public)*

# CONTINUATION CERTIFICATE

In consideration of premium charged,

\_\_\_\_\_ hereby continues in force:

Bond No.: \_\_\_\_\_

Dated: \_\_\_\_\_

In the amount of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

On behalf of: **Recology - Auburn Placer, a California corporation as PRINCIPLE**

In favor of: **Placer County, California as OBLIGEE**

For the period:

Beginning: \_\_\_\_\_

and ending: \_\_\_\_\_ subject to all the terms and conditions

of said bond, PROVIDED that the liability of: \_\_\_\_\_ shall not exceed in the aggregate the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

Signed and sealed: \_\_\_\_\_ (date)  
(NAME OF SURETY)

By: \_\_\_\_\_  
Attorney in Fact

(ACKNOWLEDGMENT)



# Exhibit G - Universal Waste Collection Franchise Areas 1 & 4

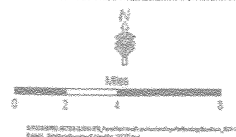
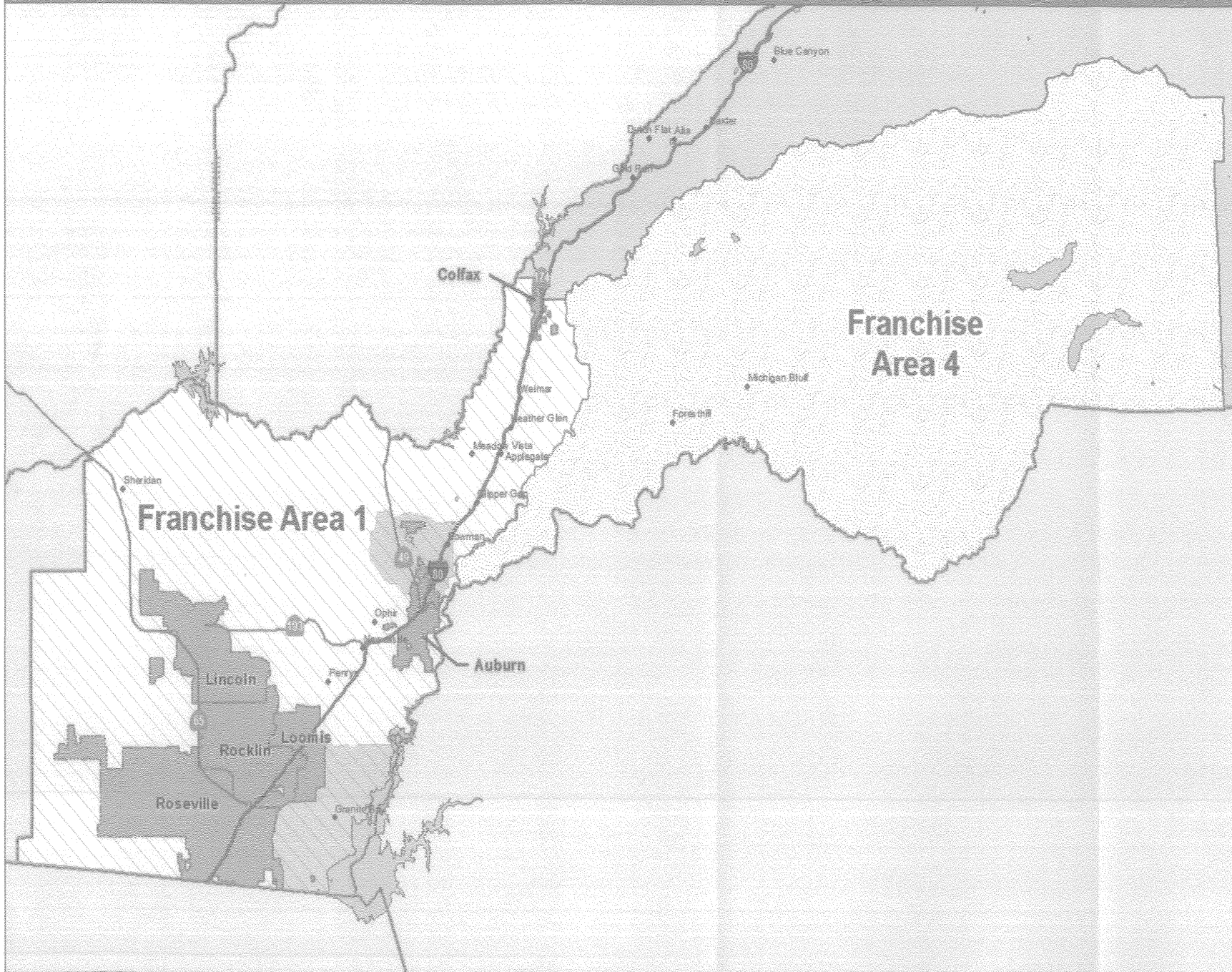


Placer County - Universal Waste  
Collection Franchise Areas 1 & 4  
-Exhibit G-

March 6, 2013

## Legend

- Universal Waste Collection Franchise Area 1
- Universal Waste Collection Franchise Area 4
- A - 10 Lot Zone - Granite Bay & North Auburn
- B - 50 Lot Zone - Remaining Unincorporated
- City Boundaries
- Highway
- Lakes





**AGREEMENT NO. 11846****DESCRIPTION: FIRST AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES - 2013/14 COST OF LIVING ADJUSTMENT**

This First Amendment is made and entered into this 30 day of August, 2013, by and between Placer County, hereinafter referred to as the "County," and Recology - Auburn Placer, hereinafter referred to as the "Contractor."

**WITNESSETH**

WHEREAS, on the 9<sup>TH</sup> day of April, 2013, the County and Contractor entered into an Agreement for the collection, transportation, and disposal of Solid Waste in Franchise Areas 1 and 4 (Agreement); and

WHEREAS, the Contractor is entitled to a COLA of 1.07% for Operating Year 2013/14 on the service fee component of the garbage collection fees as calculated per the Agreement; and

WHEREAS, the County and Contractor desire to Amend the Agreement to include a one-time payment of \$84,416 to offset the COLA due to the Contractor and postpone the COLA due to Contractor for fiscal year 2013/14 for one year; and

WHEREAS, the County and Contractor wish to memorialize in this Amendment their agreement regarding the foregoing issues.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

- I. **ARTICLE FOUR – PAYMENTS AND RATES:** Section 7 "ANNUAL COLA ADJUSTMENT METHODOLOGY," the last paragraph shall be revised by adding the following paragraph after the last paragraph:

As stated in Section 7, First Paragraph, the Service Component of Collection Fees and Transfer Station Fees shall be adjusted to be effective on July 1<sup>st</sup> of 2013. Contractor has agreed to defer the one point zero seven percent (1.07%) COLA for the Operating Year 2013-2014. In consideration for the Contractor deferring the calculated COLA for one Operating Year, the County shall reimburse the Contractor for projected lost revenue for Operating Year 2013/14 that would have been collected on the increased services fee component of the garbage collection fees, at a lump sum amount of \$84,416.

- II. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

County of Placer (County)

By: \_\_\_\_\_

Chair, Board of Supervisors

Date

8/20/13

Recology-Auburn Placer (Contractor)

By: \_\_\_\_\_

Michael J. Sangiacomo, Chief Executive Officer

By: \_\_\_\_\_

John Rowe, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_

County Counsel

APPROVED AS TO FUNDS:

By: \_\_\_\_\_

Placer County Auditor

**AGREEMENT NO. 11846****DESCRIPTION: SECOND AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES - 2013/14 COST OF LIVING ADJUSTMENT**

This Second Amendment is made and entered into this 17 day of June, 2014, by and between Placer County, hereinafter referred to as the "County," and Recology - Auburn Placer, hereinafter referred to as the "Contractor."

**WITNESSETH**

WHEREAS, on the 9<sup>TH</sup> day of April, 2013, the County and Contractor entered into an, Agreement for the collection, transportation, and disposal of Solid Waste in Franchise Areas 1 and 4 (Agreement); and

WHEREAS, on the 20<sup>th</sup> day of August 2013, the Placer County Board of Supervisors approved an amendment to the Solid Waste Handling Services Agreement to include a one-time payment of \$84,416 to offset the 1.07% COLA due to the Contractor for Operating Year 2013/14 on the service fee component of the garbage collection fees and postponed the COLA due to Contractor for fiscal year 2013/14 for one year; and

WHEREAS, the County and Contractor desire to amend the Agreement to include a one-time payment of \$81,696 to offset the 1.07% COLA due to the Contractor and postpone the COLA due to Contractor for fiscal year 2014/15 for one year; and

WHEREAS, the County and Contractor wish to memorialize in this Amendment their agreement regarding the foregoing issues.

NOW, THEREFORE, it is hereby agreed by the parties as follows:


- I. ARTICLE FOUR – PAYMENTS AND RATES: Section 7 "ANNUAL COLA ADJUSTMENT METHODOLOGY," the last paragraph, as added by the First Amendment, shall be revised to read:

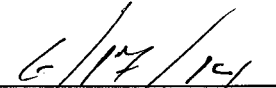
"As stated in Section 7, First Paragraph, the Service Component of Collection Fees and Transfer Station Fees shall be adjusted to be effective on July 1<sup>st</sup> of 2013. Contractor has agreed to defer the one point zero seven percent (1.07%) COLA for the Operating Year 2013-2014. In consideration for the Contractor deferring the calculated COLA for one Operating Year, the County shall reimburse the Contractor for projected lost revenue for Operating Year 2013/14 that would have been collected on the increased services fee component of the garbage collection fees, at a lump sum amount of \$84,416. Contractor has agreed to defer the one point zero seven percent (1.07%) COLA for the Operating Year 2013/14 for a second year. In consideration for the contractor deferring the calculated COLA for a second Operating Year, the County shall reimburse the Contractor for projected lost revenue for Operating Year 2014/15 that would have been collected on the increased services fee component of the garbage collection fees, at a lump sum amount of \$81,696. The 1.07% COLA

will be added to the calculated COLA to be effective on July 1<sup>st</sup> of 2015 per the terms of the Agreement."

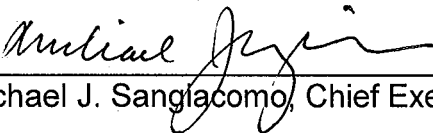
- II. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

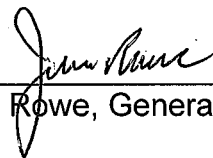
County of Placer (County)

By:   
Chair, Board of Supervisors

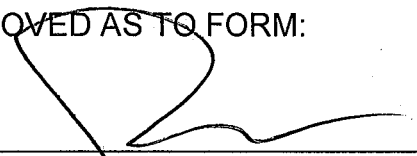
  
Date

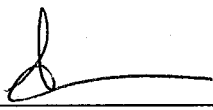
Recology-Auburn Placer (Contractor)

By:   
Michael J. Sangiacomo, Chief Executive Officer

By:   
John Rowe, General Manager

APPROVED AS TO FORM:

By:   
County Counsel

BY:   
Auditor

**AGREEMENT NO. 11846****DESCRIPTION: THIRD AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES – 2015-16 FEE ADJUSTMENTS**

This Third Amendment is made and entered into this 6 day of June, 2015, by and between the County of Placer, hereinafter referred to as the "County," and Recology - Auburn Placer, hereinafter referred to as the "Contractor."

**WITNESSETH**

WHEREAS, on the 9<sup>TH</sup> day of April, 2013, the County and Contractor entered into an Agreement for the collection, transportation, and disposal of Solid Waste in Franchise Areas 1 and 4 (Agreement); and

WHEREAS, on the 20<sup>th</sup> day of August 2013, the Placer County Board of Supervisors approved an amendment to the Solid Waste Handling Services Agreement to include a one-time payment of \$84,416 to offset the 1.07% COLA due to the Contractor for fiscal year 2013-14 on the service fee component of the garbage collection fees and postponed the COLA due to Contractor for fiscal year 2013-14 for one additional year; and

WHEREAS, on the 17<sup>th</sup> day of June 2014, the Placer County Board of Supervisors approved an amendment to the Solid Waste Handling Services Agreement to include a one-time payment of \$81,696 to offset the 1.07% COLA due to the Contractor for Fiscal Year 2014-15 on the service component of the garbage collection fees and postponed the COLA due to Contractor for fiscal year 2013-14 for one year; and

WHEREAS, the Contractor is entitled to the Bi-Annual COLA of 1.07% for fiscal year 2013-14 and a Bi-Annual COLA of 0.1% for fiscal year 2015-16 on the service fee component of the garbage collection fees as calculated per the Agreement; and

WHEREAS, the County and Contractor desire to amend the Agreement to revise the bi-annual COLA calculation to include an average COLA of two consecutive Operating Years, including the bi-annual adjustment Operating Year and the prior Operating Year; and

WHEREAS, the County and Contractor wish to memorialize in this Amendment their agreement regarding the foregoing issues.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

I. ARTICLE FOUR – PAYMENTS AND FEES: Section 7 "COLA ADJUSTMENT METHODOLOGY," After the first paragraph, insert the following paragraph:


"The bi-annual COLAs effective July 1, 2017 and thereafter shall be determined by averaging two consecutive years of COLA (per the formula below), For example, the adjustment to be effective July 1, 2017 will be calculated by adding the COLA



calculated for Operating Year 2015-16 to the COLA calculated for Operating Year 2016-17 and dividing by two."

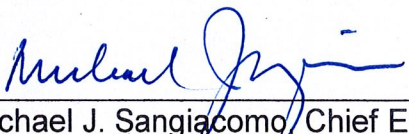
- II. Effective July 1, 2015, Contractor shall be required to charge the solid waste collection rates within Franchise Areas 1 and 4 as shown on Exhibit "B", attached hereto and incorporated herein by reference. The rates shown in Exhibit B shall supersede and replace all prior rates in effect under this Agreement.
- III. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

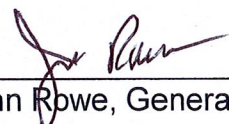
County of Placer (County)

By:   
Chair, Board of Supervisors

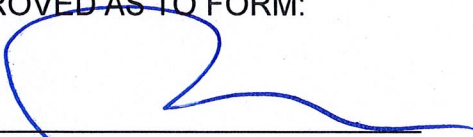
Date 6/2/15

Recology-Auburn Placer (Contractor)

By:   
Michael J. Sangiacomo, Chief Executive Officer

By:   
John Rowe, General Manager

APPROVED AS TO FORM:

By:   
County Counsel

BY: N/A  
Auditor

**FRANCHISE AREAS 1 AND 4  
GARBAGE COLLECTION FEES  
Fiscal Year 2015-16**

**RESIDENTIAL**

Service Level	lbs/wk	Fee			Total
		Service	Disposal	Surcharge	
32 gal can	28	\$12.23	\$4.19	\$1.15	<b>\$17.57</b>
2 cans	56	\$15.27	\$8.37	\$1.65	<b>\$25.29</b>
3 cans	84	\$17.63	\$12.56	\$2.11	<b>\$32.30</b>
4 cans	112	\$20.47	\$16.74	\$2.60	<b>\$39.81</b>
5 cans	140	\$23.02	\$20.93	\$3.08	<b>\$47.03</b>
6 cans	168	\$25.44	\$25.12	\$3.54	<b>\$54.10</b>
sen cit	28	\$9.56	\$4.19	\$0.96	<b>\$14.71</b>
toter	65	\$18.67	\$9.72	\$1.99	<b>\$30.38</b>
add toter	65	\$8.67	\$9.72	\$1.29	<b>\$19.68</b>
extra cans	28	\$2.67	\$0.97	\$0.25	<b>\$3.89</b>
extra bags	18	\$1.84	\$0.62	\$0.17	<b>\$2.63</b>
oversize charge		\$2.51	\$0.00	\$0.18	<b>\$2.69</b>
distance charge		\$3.62	\$0.00	\$0.25	<b>\$3.87</b>
gate charge		\$4.58	\$0.00	\$0.32	<b>\$4.90</b>

**COMMERCIAL**

1 yard	150	\$78.55	\$22.43	\$7.07	<b>\$108.05</b>
2 yard	300	\$123.61	\$44.85	\$11.79	<b>\$180.25</b>
3 yard	450	\$169.07	\$67.28	\$16.54	<b>\$252.89</b>
4 yard	600	\$210.94	\$89.70	\$21.04	<b>\$321.68</b>
5 yard	750	\$250.31	\$112.13	\$25.37	<b>\$387.81</b>
6 yard	900	\$292.14	\$134.55	\$29.87	<b>\$456.56</b>
7 yard	1050	\$333.97	\$156.98	\$34.37	<b>\$525.32</b>
1 yard 2/week	300	\$119.95	\$44.85	\$11.54	<b>\$176.34</b>
1 yard 3/week	450	\$161.00	\$67.28	\$15.98	<b>\$244.26</b>
1 yard 4/week	600	\$201.98	\$89.70	\$20.42	<b>\$312.10</b>
1 yard 5/week	750	\$240.97	\$112.13	\$24.72	<b>\$377.82</b>
1 yard 6/week	900	\$286.33	\$134.55	\$29.46	<b>\$450.34</b>
2 yard 2/week	600	\$204.26	\$89.70	\$20.58	<b>\$314.54</b>
2 yard 3/week	900	\$285.49	\$134.55	\$29.40	<b>\$449.44</b>
2 yard 4/week	1200	\$365.54	\$179.40	\$38.15	<b>\$583.09</b>
2 yard 5/week	1500	\$446.41	\$224.25	\$46.95	<b>\$717.61</b>
2 yard 6/week	1800	\$604.75	\$269.10	\$61.17	<b>\$935.02</b>
3 yard 2/week	900	\$288.75	\$134.55	\$29.63	<b>\$452.93</b>
3 yard 3/week	1350	\$408.92	\$201.83	\$42.75	<b>\$653.50</b>
3 yard 4/week	1800	\$529.56	\$269.10	\$55.91	<b>\$854.57</b>
3 yard 5/week	2250	\$649.75	\$336.38	\$69.03	<b>\$1,055.16</b>
3 yard 6/week	2700	\$770.11	\$403.65	\$82.16	<b>\$1,255.92</b>
4 yard 2/week	1200	\$358.44	\$179.40	\$37.65	<b>\$575.49</b>
4 yard 3/week	1800	\$488.38	\$269.10	\$53.02	<b>\$810.50</b>
4 yard 4/week	2400	\$627.53	\$358.80	\$69.04	<b>\$1,055.37</b>
4 yard 5/week	3000	\$765.72	\$448.50	\$85.00	<b>\$1,299.22</b>
4 yard 6/week	3600	\$900.57	\$538.20	\$100.71	<b>\$1,539.48</b>



Service Level	lbs/wk	Service	Disposal	Surcharge	Total
5 yard 2/week	1500	\$416.15	\$224.25	\$44.83	\$685.23
5 yard 3/week	2250	\$614.26	\$336.38	\$66.54	\$1,017.18
5 yard 4/week	3000	\$726.09	\$448.50	\$82.22	\$1,256.81
5 yard 5/week	3750	\$863.33	\$560.63	\$99.68	\$1,523.64
5 yard 6/week	4500	\$1,203.37	\$672.75	\$131.33	\$2,007.45

6 yard 2/week	1800	\$496.72	\$269.10	\$53.61	\$819.43
6 yard 3/week	2700	\$763.79	\$403.65	\$81.72	\$1,249.16
6 yard 4/week	3600	\$894.55	\$538.20	\$100.29	\$1,533.04
6 yard 5/week	4500	\$1,084.90	\$672.75	\$123.04	\$1,880.69
6 yard 6/week	5400	\$1,376.57	\$807.30	\$152.87	\$2,336.74

7 yard 2/week	2100	\$577.30	\$313.95	\$62.39	\$953.64
7 yard 3/week	3150	\$913.35	\$470.93	\$96.90	\$1,481.18
7 yard 4/week	4200	\$1,063.02	\$627.90	\$118.36	\$1,809.28
7 yard 5/week	5250	\$1,306.45	\$784.88	\$146.39	\$2,237.72
7 yard 6/week	6300	\$1,549.70	\$941.85	\$174.41	\$2,665.96

extra empty	lbs/empty				
1 yard	150	\$12.47	\$5.18	\$1.24	\$18.89
2 yard	300	\$24.74	\$10.35	\$2.46	\$37.55
3 yard	450	\$44.18	\$15.53	\$4.18	\$63.89
4 yard	600	\$48.96	\$20.70	\$4.88	\$74.54
5 yard	750	\$52.43	\$25.88	\$5.48	\$83.79
6 yard	900	\$66.69	\$31.05	\$6.84	\$104.58
7 yard	1050	\$80.90	\$36.23	\$8.20	\$125.33

#### Bin Rental

1 yard		\$13.14		\$0.92	\$14.06
2 yard		\$16.36		\$1.15	\$17.51
3 yard		\$19.82		\$1.39	\$21.21
4 yard		\$22.93		\$1.61	\$24.54
5 yard		\$26.20		\$1.83	\$28.03
6 yard		\$29.50		\$2.07	\$31.57
7 yard		\$32.82		\$2.30	\$35.12
Office paper bin					
set-up charge		\$90.67		\$6.35	\$97.02

	lbs/wk				
1-32 gallon can	28	\$12.84	\$4.19	\$1.19	\$18.22
2-32 gallon cans	56	\$25.68	\$8.37	\$2.38	\$36.43
3-32 gallon cans	84	\$38.59	\$12.56	\$3.58	\$54.73
4-32 gallon cans	112	\$51.44	\$16.74	\$4.77	\$72.95
5-32 gallon cans	140	\$64.30	\$20.93	\$5.97	\$91.20
6-32 gallon cans	168	\$77.18	\$25.12	\$7.16	\$109.46
1 commercial toter	65	\$18.67	\$9.72	\$1.99	\$30.38
2 commercial toters	130	\$37.29	\$19.44	\$3.97	\$60.70
3 commercial toters	195	\$55.96	\$29.15	\$5.96	\$91.07
4 commercial toters	260	\$74.63	\$38.87	\$7.95	\$121.45
5 commercial toters	325	\$93.26	\$48.59	\$9.93	\$151.78
6 commercial toters	390	\$111.93	\$58.31	\$11.92	\$182.16



Service Level	lbs/wk	Service	Disposal	Surcharge	Total
<b>C&amp;D DEBRIS BOXES</b>					
	lbs/yd				
15 yard	272	\$169.82	\$95.88	\$18.60	<b>\$284.30</b>
20 yard	272	\$176.40	\$127.84	\$21.30	<b>\$325.54</b>
30 yard	272	\$188.20	\$191.76	\$26.60	<b>\$406.56</b>
33 yard	272	\$188.97	\$210.94	\$27.99	<b>\$427.90</b>
40 yard	272	\$203.92	\$255.68	\$32.17	<b>\$491.77</b>
50 yard	272	\$224.93	\$319.60	\$38.12	<b>\$582.65</b>
<b>COMMERCIAL DEBRIS BOXES</b>					
	lbs/yd				
15 yard	272	\$169.82	\$140.76	\$21.74	<b>\$332.32</b>
20 yard	272	\$176.40	\$187.68	\$25.49	<b>\$389.57</b>
30 yard	272	\$188.20	\$281.52	\$32.88	<b>\$502.60</b>
33 yard	272	\$188.97	\$309.67	\$34.90	<b>\$533.54</b>
40 yard	272	\$203.92	\$375.36	\$40.55	<b>\$619.83</b>
50 yard	272	\$224.93	\$469.20	\$48.59	<b>\$742.72</b>
<b>TEMPORARY BINS</b>					
	lbs/yd				
5 yard	150	\$85.76	\$25.88	\$7.81	<b>\$119.45</b>
6 yard	150	\$88.28	\$31.05	\$8.35	<b>\$127.68</b>
7 yard	150	\$90.81	\$36.23	\$8.89	<b>\$135.93</b>
<b>CD TEMPORARY BINS</b>					
7 yard	150	\$90.81	\$24.68	\$8.08	<b>\$123.57</b>
<b>CONCRETE BINS</b>					
6 yard	1890	\$244.88	\$90.72	\$23.49	<b>\$359.09</b>
9 yard	1890	\$305.87	\$136.08	\$30.94	<b>\$472.89</b>
<b>COMPACTOR RATES *</b>					
10-15 yards		<b>\$192.71</b>			
16-20 yards		<b>\$207.52</b>			
21-30 yards		<b>\$222.35</b>			
31-40 yards		<b>\$237.17</b>			
41-50 yards		<b>\$251.99</b>			
<b>WOOD RECYCLING DEBRIS BOXES</b>					
15 yard	345	\$164.89	\$67.28	\$16.25	<b>\$248.42</b>
20 yard	345	\$171.25	\$89.70	\$18.27	<b>\$279.22</b>
30 yard	345	\$182.71	\$134.55	\$22.21	<b>\$339.47</b>
40 yard	345	\$197.98	\$179.40	\$26.42	<b>\$403.80</b>

**\* PLUS:**

- 1) TOTAL TRAVEL MILEAGE TIMES \$1.55 PER MILE. (adjusted bi-annually by COLA per Article Four, Section 7)
- 2) LANDFILL FEES AS CHARGED AT THE LANDFILL.
- 3) COUNTY FRANCHISE FEE.

# TRANSFER STATIONS

				Franchise		Rounded
	lbs/yard	Service	Disposal	Fee	Total	Tip Fee
1 yard	272	\$4.48	\$9.38	\$0.97	\$14.83	<b>\$15.00</b>
1/2 yard	272	\$2.23	\$4.69	\$0.49	\$7.41	<b>\$7.50</b>
<b>Tires (1)</b>	<b>lbs/tire</b>					
Car	43	\$0.21	\$3.76	\$0.28	\$4.25	<b>\$4.25</b>
Truck	114	\$7.22	\$9.98	\$1.20	\$18.40	<b>\$18.50</b>
Tractor	350	\$45.26	\$30.63	\$5.31	\$81.20	<b>\$81.25</b>
Euclid	1000	\$29.76	\$87.50	\$8.21	\$125.47	<b>\$125.50</b>
	<b>lbs/item</b>					
CFC appliances		\$27.67	\$5.00	\$2.29	\$34.96	<b>\$35.00</b>
Appliances (2)		\$11.11	\$5.00	\$1.13	\$17.24	<b>\$17.25</b>
Mattresses	54	\$13.74	\$1.86	\$1.09	\$16.69	<b>\$16.75</b>
Box Springs	51	\$13.89	\$1.76	\$1.10	\$16.75	<b>\$16.75</b>
	<b>lbs/yard</b>					
1 yard sheet rock	387	\$5.97	\$13.35	\$1.35	\$20.67	<b>\$20.75</b>
1 yard roofing	546	\$6.24	\$18.84	\$1.75	\$26.83	<b>\$27.00</b>
1 yard compacted	680	\$7.16	\$23.46	\$2.14	\$32.76	<b>\$32.75</b>
1 yard dirt/trash	816	\$9.87	\$28.15	\$2.66	\$40.68	<b>\$40.75</b>

## FRANCHISE AREA 4 PARCEL FEE

	lbs/month			Total
Residential	266.5	7.59	9.19	1.18 <b>17.96</b>
Commercial	266.5	7.59	9.19	1.18 <b>17.96</b>
Mobile Home Par	266.5	7.59	9.19	1.18 <b>17.96</b>

### NOTES:

(1) Disposal component of tires is based on pass through disposal fee by Try-C Tire Recycling

(2) The disposal component of the rates for appliances is based on the fee charged by the WPWMA to accept the item at their facility.



11846-K

**AGREEMENT NO. 11846**

**DESCRIPTION: FOURTH AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES TO MEMORIALIZE CONTRACTOR'S AGREEMENT TO DEFER THE COST OF LIVING ADJUSTMENT FOR OPERATING YEARS 2017-18 AND 2018-19 FOR SOLID WASTE COLLECTION FEES**

This Fourth Amendment is made and entered into this 14<sup>th</sup> day of November, 2017, by and between the County of Placer, hereinafter referred to as the "County," and Recology - Auburn Placer, hereinafter referred to as the "Contractor."

**WITNESSETH**

WHEREAS, on the 9<sup>TH</sup> day of April, 2013, the County and Contractor entered into an Agreement for the collection, transportation, and disposal of Solid Waste in Franchise Areas 1 and 4 (Agreement); and

WHEREAS, on the 20<sup>th</sup> day of August 2013, the Placer County Board of Supervisors approved an amendment to the Solid Waste Handling Services Agreement to include a one-time payment of \$84,416 to offset the 1.07% COLA due to the Contractor for Operating Year (OY) 2013-14 on the service fee component of the garbage collection fees and postponed the COLA due to Contractor for OY 2013-14 for one year; and

WHEREAS, on the 17<sup>th</sup> day of June 2014, the Placer County Board of Supervisors approved an amendment to the Solid Waste Handling Services Agreement to include a one-time payment of \$81,696 to offset the 1.07% COLA due to the Contractor for OY 2014-15 on the service component of the garbage collection fees and postponed the COLA due to Contractor for OY 2013-14 for a second year; and

WHEREAS, on the 6<sup>th</sup> day of June 2015, the Placer County Board of Supervisors approved an Amendment to the Solid Waste Handling Services Agreement to increase the services component of the garbage collection fees calculated per the Agreement for OY 2015-16 and OY 2016-17, by first applying the previously deferred OY 2013-14 COLA of 1.07% and then applying the bi-annual COLA of 0.1% for OY 2015-16; and

WHEREAS, the Contractor is entitled to the bi-annual COLA of 0.3% for OY 2017-18 and OY 2018-19 on the service fee component of the garbage collection fees as calculated per the Agreement; and

WHEREAS, the County and Contractor desire to Amend the Agreement to defer the COLA due to Contractor for OY 2017-18 and OY 2018-19; and

WHEREAS, the County and Contractor wish to memorialize in this Amendment to their Agreement regarding the foregoing issues.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

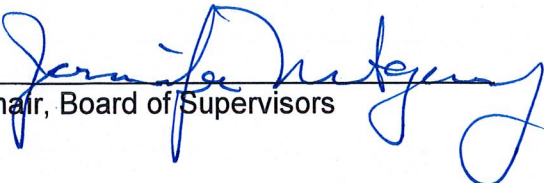
I. ARTICLE FOUR – PAYMENTS AND FEES: Section 7 “COLA ADJUSTMENT METHODOLOGY.” After the first paragraph, insert the following paragraph:

In consideration for the Contractor deferring the calculated bi-annual COLA of 0.3% for OY 2017-18 and OY 2018-19, the County shall reimburse the Contractor by way of a check made payable to *Recology-Auburn Placer* for a one-time payment not-to-exceed **Sixty Two Thousand, Four Hundred Sixty Two Dollars and no/100 (\$62,462)** for projected lost revenue for the two year period that would have been collected on the increased services fee component of the garbage collection fees. The 0.3% COLA will be added to the calculated COLA to be effective on July 1<sup>st</sup> of 2019 per the terms of the Agreement.”

II. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

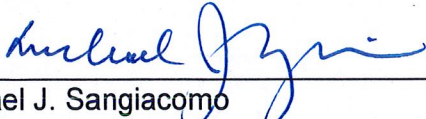
County of Placer (County)



By:   
Chair, Board of Supervisors


Date \_\_\_\_\_

Recology-Auburn Placer (Contractor)

By:   
Michael J. Sangiacomo  
President and Chief Executive Officer

By:   
Cary Chen, Sr. Vice President/General  
Council and Corporate Secretary

APPROVED AS TO FORM:

By:   
County Counsel

BY:   
Auditor

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**AGREEMENT NO. 11846****DESCRIPTION: FIFTH AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES - FEE ADJUSTMENTS FOR THE OPERATING YEAR 2018-19**

This Fifth Amendment is made and entered into this 28<sup>th</sup> day of June, 2018, by and between the County of Placer, hereinafter referred to as the "County," and Recology - Auburn Placer, hereinafter referred to as the "Contractor."

**WITNESSETH**

WHEREAS, on the 9<sup>TH</sup> day of April, 2013, the County and Contractor entered into an Agreement for the collection, transportation, and disposal of Solid Waste in Franchise Areas 1 and 4 (Agreement); and

WHEREAS, on the 20<sup>th</sup> day of August 2013, the Placer County Board of Supervisors approved an amendment to the Solid Waste Handling Services Agreement to include a one-time payment of \$84,416 to offset the 1.07% COLA due to the Contractor for Operating Year (OY) 2013-14 on the service fee component of the garbage collection fees and postponed the COLA due to Contractor for OY 2013-14 for one year; and

WHEREAS, on the 17<sup>th</sup> day of June 2014, the Placer County Board of Supervisors approved an amendment to the Solid Waste Handling Services Agreement to include a one-time payment of \$81,696 to offset the 1.07% COLA due to the Contractor for OY 2014-15 on the service component of the garbage collection fees and postponed the COLA due to Contractor for OY 2013-14 for a second year; and

WHEREAS, on the 6<sup>th</sup> day of June 2015, the Placer County Board of Supervisors approved an Amendment to the Solid Waste Handling Services Agreement to increase the services component of the garbage collection fees calculated per the Agreement for OY 2015-16 and OY 2016-17, by first applying the previously deferred OY 2013-14 COLA of 1.07% and then applying the bi-annual COLA of 0.1% for OY 2015-16; and

WHEREAS, on the 14<sup>th</sup> day of November 2017, the Placer County Board of Supervisors approved an Amendment to the Solid Waste Handling Services Agreement to defer the calculated bi-annual COLA of 0.3% for OY 2017-18 and OY 2018-19 in consideration for a one-time payment of \$62,462 for the 0.3% COLA due to the Contractor for lost revenue on the services fee component of the garbage collection fees, and adding the deferred 0.3% COLA to the calculated COLA to be effective on July 1<sup>st</sup> of 2019 per the terms of the Agreement; and

WHEREAS, on February 8, 2018 the disposal fees at the Materials Recovery Facility were increased by the Western Placer Waste Management Authority effective July 1, 2018; and

WHEREAS, Collection Fees charged by the Contractor for providing collection services are affected by the aforementioned increase of the Materials Recovery Facility Disposal Fee, as a



direct "pass through cost", the County and Contractor wish to amend the Collection Fees charged by the Contractor for providing services, per Exhibit B5, under the Agreement; and

WHEREAS, the County and Contractor wish to amend the Agreement, after holding a scheduled Public Hearing, to amend the collection fees charged by Contractor to residential and commercial customers in Franchise Areas 1 and 4; and

WHEREAS, the County and Contractor wish to memorialize in this Amendment to their agreement regarding the foregoing issues.

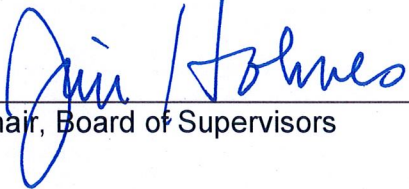
NOW, THEREFORE, it is hereby agreed by the parties as follows:

I. ARTICLE FOUR – PAYMENTS AND FEES: Section 1. "FEES FOR PROVIDING COLLECTION SERVICES WITHIN THE FRANCHISE AREA – A. General:

Effective July 1, 2018, Contractor shall be required to change the transfer station tipping fees and the solid waste collection fees within Franchise Areas 1 and 4, as shown on Exhibit B5, attached hereto, and incorporated herein by reference. The rates shown in Exhibit B5 shall supersede and replace all prior rates in effect under this Agreement.


II. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

County of Placer (County)

By:   
Chair, Board of Supervisors


6/28/18  
Date


Recology-Auburn Placer (Contractor)

By:   
Michael J. Sangiacomo,  
President and Chief Executive Officer

By:   
Cary Chen, Sr. Vice President/General  
Counsel and Corporate Secretary

APPROVED AS TO FORM:

By:   
County Counsel

BY:   
Auditor

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**Recology**

Reviewed by:



Legal



**FRANCHISE AREAS 1 AND 4  
GARBAGE COLLECTION FEES  
Fiscal Year 2018-19**

**RESIDENTIAL**

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
32 gal can	28	\$12.23	\$4.25	\$1.15	<b>\$17.63</b>
2 cans	56	\$15.27	\$8.49	\$1.66	<b>\$25.42</b>
3 cans	84	\$17.63	\$12.74	\$2.13	<b>\$32.50</b>
4 cans	112	\$20.47	\$16.99	\$2.62	<b>\$40.08</b>
5 cans	140	\$23.02	\$21.23	\$3.10	<b>\$47.35</b>
6 cans	168	\$25.44	\$25.48	\$3.56	<b>\$54.48</b>
sen cit	28	\$9.56	\$4.25	\$0.97	<b>\$14.78</b>
toter	65	\$18.67	\$9.86	\$2.00	<b>\$30.53</b>
add toter	65	\$8.67	\$9.86	\$1.30	<b>\$19.83</b>
extra cans	28	\$2.67	\$0.98	\$0.26	<b>\$3.91</b>
extra bags	18	\$1.84	\$0.63	\$0.17	<b>\$2.64</b>
oversize charge		\$2.51	\$0.00	\$0.18	<b>\$2.69</b>
distance charge		\$3.62	\$0.00	\$0.25	<b>\$3.87</b>
gate charge		\$4.58	\$0.00	\$0.32	<b>\$4.90</b>

**COMMERCIAL**

1 yard	150	\$78.55	\$22.75	\$7.09	<b>\$108.39</b>
2 yard	300	\$123.61	\$45.50	\$11.84	<b>\$180.95</b>
3 yard	450	\$169.07	\$68.25	\$16.61	<b>\$253.93</b>
4 yard	600	\$210.94	\$91.00	\$21.14	<b>\$323.08</b>
5 yard	750	\$250.31	\$113.75	\$25.48	<b>\$389.54</b>
6 yard	900	\$292.14	\$136.50	\$30.00	<b>\$458.64</b>
7 yard	1050	\$333.97	\$159.25	\$34.53	<b>\$527.75</b>
1 yard 2/week	300	\$119.95	\$45.50	\$11.58	<b>\$177.03</b>
1 yard 3/week	450	\$161.00	\$68.25	\$16.05	<b>\$245.30</b>
1 yard 4/week	600	\$201.98	\$91.00	\$20.51	<b>\$313.49</b>
1 yard 5/week	750	\$240.97	\$113.75	\$24.83	<b>\$379.55</b>
1 yard 6/week	900	\$286.33	\$136.50	\$29.60	<b>\$452.43</b>
2 yard 2/week	600	\$204.26	\$91.00	\$20.67	<b>\$315.93</b>
2 yard 3/week	900	\$285.49	\$136.50	\$29.54	<b>\$451.53</b>
2 yard 4/week	1200	\$365.54	\$182.00	\$38.33	<b>\$585.87</b>
2 yard 5/week	1500	\$446.41	\$227.50	\$47.17	<b>\$721.08</b>
2 yard 6/week	1800	\$604.75	\$273.00	\$61.44	<b>\$939.19</b>

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
3 yard 2/week	900	\$288.75	\$136.50	\$29.77	<b>\$455.02</b>
3 yard 3/week	1350	\$408.92	\$204.75	\$42.96	<b>\$656.63</b>
3 yard 4/week	1800	\$529.56	\$273.00	\$56.18	<b>\$858.74</b>
3 yard 5/week	2250	\$649.75	\$341.25	\$69.37	<b>\$1,060.37</b>
3 yard 6/week	2700	\$770.11	\$409.50	\$82.57	<b>\$1,262.18</b>
4 yard 2/week	1200	\$358.44	\$182.00	\$37.83	<b>\$578.27</b>
4 yard 3/week	1800	\$488.38	\$273.00	\$53.30	<b>\$814.68</b>
4 yard 4/week	2400	\$627.53	\$364.00	\$69.41	<b>\$1,060.94</b>
4 yard 5/week	3000	\$765.72	\$455.00	\$85.45	<b>\$1,306.17</b>
4 yard 6/week	3600	\$900.57	\$546.00	\$101.26	<b>\$1,547.83</b>
5 yard 2/week	1500	\$416.15	\$227.50	\$45.06	<b>\$688.71</b>
5 yard 3/week	2250	\$614.26	\$341.25	\$66.89	<b>\$1,022.40</b>
5 yard 4/week	3000	\$726.09	\$455.00	\$82.68	<b>\$1,263.77</b>
5 yard 5/week	3750	\$863.33	\$568.75	\$100.25	<b>\$1,532.33</b>
5 yard 6/week	4500	\$1,203.37	\$682.50	\$132.01	<b>\$2,017.88</b>
6 yard 2/week	1800	\$496.72	\$273.00	\$53.88	<b>\$823.60</b>
6 yard 3/week	2700	\$763.79	\$409.50	\$82.13	<b>\$1,255.42</b>
6 yard 4/week	3600	\$894.55	\$546.00	\$100.84	<b>\$1,541.39</b>
6 yard 5/week	4500	\$1,084.90	\$682.50	\$123.72	<b>\$1,891.12</b>
6 yard 6/week	5400	\$1,376.57	\$819.00	\$153.69	<b>\$2,349.26</b>
7 yard 2/week	2100	\$577.30	\$318.50	\$62.71	<b>\$958.51</b>
7 yard 3/week	3150	\$913.35	\$477.75	\$97.38	<b>\$1,488.48</b>
7 yard 4/week	4200	\$1,063.02	\$637.00	\$119.00	<b>\$1,819.02</b>
7 yard 5/week	5250	\$1,306.45	\$796.25	\$147.19	<b>\$2,249.89</b>
7 yard 6/week	6300	\$1,549.70	\$955.50	\$175.36	<b>\$2,680.56</b>
extra empty	lbs/empty				
1 yard	150	\$12.47	\$5.25	\$1.24	<b>\$18.96</b>
2 yard	300	\$24.74	\$10.50	\$2.47	<b>\$37.71</b>
3 yard	450	\$44.18	\$15.75	\$4.20	<b>\$64.13</b>
4 yard	600	\$48.96	\$21.00	\$4.90	<b>\$74.86</b>
5 yard	750	\$52.43	\$26.25	\$5.51	<b>\$84.19</b>
6 yard	900	\$66.69	\$31.50	\$6.87	<b>\$105.06</b>
7 yard	1050	\$80.90	\$36.75	\$8.24	<b>\$125.89</b>



Service Level	lbs/empty	Service	Disposal	Surcharge	Total
<b>Bin Rental</b>					
1 yard		\$13.14		\$0.92	<b>\$14.06</b>
2 yard		\$16.36		\$1.15	<b>\$17.51</b>
3 yard		\$19.82		\$1.39	<b>\$21.21</b>
4 yard		\$22.93		\$1.61	<b>\$24.54</b>
5 yard		\$26.20		\$1.83	<b>\$28.03</b>
6 yard		\$29.50		\$2.07	<b>\$31.57</b>
7 yard		\$32.82		\$2.30	<b>\$35.12</b>
Office paper bin set-up charge		\$90.67		\$6.35	<b>\$97.02</b>
	lbs/wk				
1-32 gallon can	28	\$12.84	\$4.25	\$1.20	<b>\$18.29</b>
2-32 gallon cans	56	\$25.68	\$8.49	\$2.39	<b>\$36.56</b>
3-32 gallon cans	84	\$38.59	\$12.74	\$3.59	<b>\$54.92</b>
4-32 gallon cans	112	\$51.44	\$16.99	\$4.79	<b>\$73.22</b>
5-32 gallon cans	140	\$64.30	\$21.23	\$5.99	<b>\$91.52</b>
6-32 gallon cans	168	\$77.18	\$25.48	\$7.19	<b>\$109.85</b>
1 commercial toter	65	\$18.67	\$9.86	\$2.00	<b>\$30.53</b>
2 commercial toters	130	\$37.29	\$19.72	\$3.99	<b>\$61.00</b>
3 commercial toters	195	\$55.96	\$29.58	\$5.99	<b>\$91.53</b>
4 commercial toters	260	\$74.63	\$39.43	\$7.98	<b>\$122.04</b>
5 commercial toters	325	\$93.26	\$49.29	\$9.98	<b>\$152.53</b>
6 commercial toters	390	\$111.93	\$59.15	\$11.98	<b>\$183.06</b>
<b>C&amp;D DEBRIS BOXES</b>					
	lbs/yd				
15 yard	272	\$169.82	\$97.92	\$18.74	<b>\$286.48</b>
20 yard	272	\$176.40	\$130.56	\$21.49	<b>\$328.45</b>
30 yard	272	\$188.20	\$195.84	\$26.88	<b>\$410.92</b>
33 yard	272	\$188.97	\$215.42	\$28.31	<b>\$432.70</b>
40 yard	272	\$203.92	\$261.12	\$32.55	<b>\$497.59</b>
50 yard	272	\$224.93	\$326.40	\$38.59	<b>\$589.92</b>
<b>COMMERCIAL DEBRIS BOXES</b>					
	lbs/yd				
15 yard	272	\$169.82	\$142.80	\$21.88	<b>\$334.50</b>
20 yard	272	\$176.40	\$190.40	\$25.68	<b>\$392.48</b>
30 yard	272	\$188.20	\$285.60	\$33.17	<b>\$506.97</b>
33 yard	272	\$188.97	\$314.16	\$35.22	<b>\$538.35</b>
40 yard	272	\$203.92	\$380.80	\$40.93	<b>\$625.65</b>
50 yard	272	\$224.93	\$476.00	\$49.07	<b>\$750.00</b>

Service Level	lbs/yd	Service	Disposal	Surcharge	Total
<b>TEMPORARY BINS</b>					
5 yard	150	\$85.76	\$26.25	\$7.84	<b>\$119.85</b>
6 yard	150	\$88.28	\$31.50	\$8.38	<b>\$128.16</b>
7 yard	150	\$90.81	\$36.75	\$8.93	<b>\$136.49</b>

#### **CD TEMPORARY BINS**

7 yard	150	\$90.81	\$25.20	\$8.12	<b>\$124.13</b>
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#### **CONCRETE BINS**

6 yard	1890	\$244.88	\$102.06	\$24.29	<b>\$371.23</b>
9 yard	1890	\$305.87	\$153.09	\$32.13	<b>\$491.09</b>

#### **COMPACTOR RATES \***

10-15 yards	<b>\$192.71</b>
16-20 yards	<b>\$207.52</b>
21-30 yards	<b>\$222.35</b>
31-40 yards	<b>\$237.17</b>
41-50 yards	<b>\$251.99</b>

#### **WOOD RECYCLING DEBRIS BOXES**

15 yard	345	\$164.89	\$69.86	\$16.43	<b>\$251.18</b>
20 yard	345	\$171.25	\$93.15	\$18.51	<b>\$282.91</b>
30 yard	345	\$182.71	\$139.73	\$22.57	<b>\$345.01</b>
40 yard	345	\$197.98	\$186.30	\$26.90	<b>\$411.18</b>

#### **\* PLUS:**

- 1) Total travel mileage times \$1.55 per mile. (adjusted bi-annually by COLA per Article Four, Section 7)
- 2) Landfill Fees as charged at the landfill.
- 3) County franchise fee.



## TRANSFER STATIONS

	lbs/yard	Service	Disposal	Franchise Fee	Total	Rounded Tip Fee
1 yard	272	\$4.48	\$9.52	\$0.98	\$14.98	<b>\$16.00</b>
1/2 yard	272	\$2.23	\$4.76	\$0.49	\$7.48	<b>\$8.00</b>
<b>Tires (1)</b>	<b>lbs/tire</b>					
Car	43	\$0.21	\$3.73	\$0.28	\$4.22	<b>\$4.25</b>
Truck	114	\$7.21	\$11.05	\$1.28	\$19.54	<b>\$20.00</b>
Tractor	350	\$45.21	\$36.25	\$5.70	\$87.16	<b>\$90.00</b>
Euclid	1000	\$29.73	\$87.50	\$8.21	\$125.44	<b>\$127.00</b>
	<b>lbs/item</b>					
CFC appliances		\$27.64	\$5.00	\$2.28	\$34.92	<b>\$35.00</b>
Appliances (2)		\$11.10	\$5.00	\$1.13	\$17.23	<b>\$17.25</b>
Mattresses	54	\$13.73	\$1.86	\$1.09	\$16.68	<b>\$17.00</b>
Box Springs	51	\$13.88	\$1.76	\$1.09	\$16.73	<b>\$17.00</b>
	<b>lbs/yard</b>					
1 yard sheet rock	387	\$5.96	\$13.55	\$1.37	\$20.87	<b>\$21.00</b>
1 yard roofing	546	\$6.23	\$19.11	\$1.77	27.11	<b>\$27.25</b>
1 yard compacted	680	\$7.15	\$23.80	\$2.17	\$33.12	<b>\$33.25</b>
1 yard dirt/trash	816	\$9.86	\$28.56	\$2.69	\$41.11	<b>\$41.25</b>
CRT's <sup>2</sup>					\$0.00	\$0.00
TV's <21" screen <sup>2</sup>					\$0.00	\$0.00
TV's >21" screen <sup>2</sup>					\$0.00	\$0.00

## FRANCHISE AREA 4 PARCEL FEE

	lbs/month				Total
Residential	266.5	7.59	9.33	1.18	<b>18.10</b>
Commercial	266.5	7.59	9.33	1.18	<b>18.10</b>
Mobile Home Park	266.5	7.59	9.33	1.18	<b>18.10</b>

### NOTES:

1. The disposal component of the rates for appliances is based on the fee charged by the WPWMA to accept the item at their facility.
2. The fee charged for the acceptance of CRT's and TV's was rescinded at the WPWMA March 10, 2005 meeting.



**AGREEMENT NO. 11846****DESCRIPTION: SIXTH AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES - FEE ADJUSTMENTS FOR THE OPERATING YEAR 2019-20**

This Sixth Amendment is made and entered into this 18<sup>th</sup> day of June, 2019, by and between the County of Placer, hereinafter referred to as the "County," and Recology - Auburn Placer, hereinafter referred to as the "Contractor."

**WITNESSETH**

WHEREAS, on the 9<sup>TH</sup> day of April, 2013, the County and Contractor entered into an Agreement for the collection, transportation, and disposal of Solid Waste in Franchise Areas 1 and 4 (Agreement); and

WHEREAS, on the 20<sup>th</sup> day of August 2013, the Placer County Board of Supervisors approved an amendment to the Solid Waste Handling Services Agreement to include a one-time payment of \$84,416 to offset the 1.07% COLA due to the Contractor for Operating Year (OY) 2013-14 on the service fee component of the garbage collection fees and postponed the COLA due to Contractor for OY 2013-14 for one year; and

WHEREAS, on the 17<sup>th</sup> day of June 2014, the Placer County Board of Supervisors approved an amendment to the Solid Waste Handling Services Agreement to include a one-time payment of \$81,696 to offset the 1.07% COLA due to the Contractor for OY 2014-15 on the service component of the garbage collection fees and postponed the COLA due to Contractor for OY 2013-14 for a second year; and

WHEREAS, on the 6<sup>th</sup> day of June 2015, the Placer County Board of Supervisors approved an Amendment to the Solid Waste Handling Services Agreement to increase the services component of the garbage collection fees calculated per the Agreement for OY 2015-16 and OY 2016-17, by first applying the previously deferred OY 2013-14 COLA of 1.07% and then applying the bi-annual COLA of 0.1% for OY 2015-16; and

WHEREAS, on the 14<sup>th</sup> day of November 2017, the Placer County Board of Supervisors approved an Amendment to the Solid Waste Handling Services Agreement to defer the calculated bi-annual COLA of 0.3% for OY 2017-18 and OY 2018-19 in consideration for a one-time payment of \$62,462 for the 0.3% COLA due to the Contractor for lost revenue on the services fee component of the garbage collection fees, and adding the deferred 0.3% COLA to the calculated COLA to be effective on July 1<sup>st</sup> of 2019 per the terms of the Agreement; and

WHEREAS, on the 28<sup>th</sup> day of June 2018, the Placer County Board of Supervisors approved an amendment to the Solid Waste Handling Services Agreement to increase the transfer station tipping fees and solid waste collection fees charged by Contractor to residential and commercial customers within Franchise Areas 1 and 4; and



WHEREAS, the Contractor is entitled to the biannual COLA of 2.90% for OY 2019-20 and OY 2020-21 on the services component of the garbage collection fees and tipping fees as calculated per the Agreement; and

WHEREAS, the 0.3% COLA previously deferred by amendment approved on the 14<sup>th</sup> day of November shall be applied to the service component of the current solid waste collection fee prior to applying the 2.90% COLA to the calculated transfer station tipping fees and solid waste collections fee to be effective on July 1st of 2019; and

WHEREAS, the County and Contractor wish to amend the Agreement, after holding a scheduled Public Hearing, to amend the collection fees charged by Contractor to residential and commercial customers in Franchise Areas 1 and 4; and

WHEREAS, the County and Contractor wish to memorialize in this Amendment to their agreement regarding the foregoing issues.

NOW, THEREFORE, it is hereby agreed by the parties as follows:


I. ARTICLE FOUR – PAYMENTS AND FEES: Section 1. “FEES FOR PROVIDING COLLECTION SERVICES WITHIN THE FRANCHISE AREA – A. General:

Effective July 1, 2019, Contractor shall be required to change the transfer station tipping fees and the solid waste collection fees within Franchise Areas 1 and 4, as shown on Exhibit B6, attached hereto, and incorporated herein by reference. The rates shown in Exhibit B6 shall supersede and replace all prior rates in effect under this Agreement.

II. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.





County of Placer (County)

By:   
Chair, Board of Supervisors


Date 2/18/19

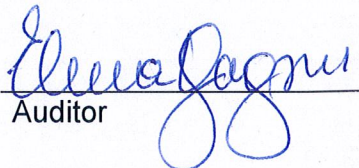
Recology-Auburn Placer (Contractor)

By:   
Michael J. Sangiacomo, President and Chief  
Executive Officer


By:   
Cary Chen, Sr. Vice President/  
General Counsel and  
Corporate Secretary

APPROVED AS TO FORM:

By:   
County Counsel

BY:   
Auditor

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2019\Draft - Recology - Amend 6 2019-20 R0.docx

**Recology**  
Reviewed by:  
  
Legal



**FRANCHISE AREAS 1 AND 4  
GARBAGE COLLECTION FEES  
Fiscal Year 2019-20**

**RESIDENTIAL**

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
32 gal can	28	\$12.63	\$4.25	\$1.18	<b>\$18.06</b>
2 cans	56	\$15.76	\$8.49	\$1.70	<b>\$25.95</b>
3 cans	84	\$18.19	\$12.74	\$2.17	<b>\$33.10</b>
4 cans	112	\$21.13	\$16.99	\$2.67	<b>\$40.79</b>
5 cans	140	\$23.76	\$21.23	\$3.15	<b>\$48.14</b>
6 cans	168	\$26.26	\$25.48	\$3.62	<b>\$55.36</b>
senior citizen	28	\$9.87	\$4.25	\$0.99	<b>\$15.11</b>
toter	65	\$19.27	\$9.86	\$2.04	<b>\$31.17</b>
add toter	65	\$8.95	\$9.86	\$1.32	<b>\$20.13</b>
extra cans	28	\$2.76	\$0.98	\$0.26	<b>\$4.00</b>
extra bags	18	\$1.90	\$0.63	\$0.18	<b>\$2.71</b>
oversize charge		\$2.59	\$0.00	\$0.18	<b>\$2.77</b>
distance charge		\$3.74	\$0.00	\$0.26	<b>\$4.00</b>
gate charge		\$4.72	\$0.00	\$0.33	<b>\$5.05</b>

**COMMERCIAL**

1 yard	150	\$81.07	\$22.75	\$7.27	<b>\$111.09</b>
2 yard	300	\$127.58	\$45.50	\$12.12	<b>\$185.20</b>
3 yard	450	\$174.50	\$68.25	\$16.99	<b>\$259.74</b>
4 yard	600	\$217.71	\$91.00	\$21.61	<b>\$330.32</b>
5 yard	750	\$258.34	\$113.75	\$26.05	<b>\$398.14</b>
6 yard	900	\$301.52	\$136.50	\$30.66	<b>\$468.68</b>
7 yard	1050	\$344.68	\$159.25	\$35.28	<b>\$539.21</b>
1 yard 2/week	300	\$123.80	\$45.50	\$11.85	<b>\$181.15</b>
1 yard 3/week	450	\$166.16	\$68.25	\$16.41	<b>\$250.82</b>
1 yard 4/week	600	\$208.47	\$91.00	\$20.96	<b>\$320.43</b>
1 yard 5/week	750	\$248.70	\$113.75	\$25.37	<b>\$387.82</b>
1 yard 6/week	900	\$295.52	\$136.50	\$30.24	<b>\$462.26</b>
2 yard 2/week	600	\$210.81	\$91.00	\$21.13	<b>\$322.94</b>
2 yard 3/week	900	\$294.65	\$136.50	\$30.18	<b>\$461.33</b>
2 yard 4/week	1200	\$377.27	\$182.00	\$39.15	<b>\$598.42</b>
2 yard 5/week	1500	\$460.73	\$227.50	\$48.18	<b>\$736.41</b>
2 yard 6/week	1800	\$624.15	\$273.00	\$62.80	<b>\$959.95</b>



Service Level	lbs/wk	Service	Disposal	Surcharge	Total
3 yard 2/week	900	\$298.02	\$136.50	\$30.42	<b>\$464.94</b>
3 yard 3/week	1350	\$422.04	\$204.75	\$43.88	<b>\$670.67</b>
3 yard 4/week	1800	\$546.55	\$273.00	\$57.37	<b>\$876.92</b>
3 yard 5/week	2250	\$670.60	\$341.25	\$70.83	<b>\$1,082.68</b>
3 yard 6/week	2700	\$794.82	\$409.50	\$84.30	<b>\$1,288.62</b>
4 yard 2/week	1200	\$369.95	\$182.00	\$38.64	<b>\$590.59</b>
4 yard 3/week	1800	\$504.06	\$273.00	\$54.39	<b>\$831.45</b>
4 yard 4/week	2400	\$647.66	\$364.00	\$70.82	<b>\$1,082.48</b>
4 yard 5/week	3000	\$790.29	\$455.00	\$87.17	<b>\$1,332.46</b>
4 yard 6/week	3600	\$929.46	\$546.00	\$103.28	<b>\$1,578.74</b>
5 yard 2/week	1500	\$429.50	\$227.50	\$45.99	<b>\$702.99</b>
5 yard 3/week	2250	\$633.97	\$341.25	\$68.27	<b>\$1,043.49</b>
5 yard 4/week	3000	\$749.39	\$455.00	\$84.31	<b>\$1,288.70</b>
5 yard 5/week	3750	\$891.03	\$568.75	\$102.18	<b>\$1,561.96</b>
5 yard 6/week	4500	\$1,241.98	\$682.50	\$134.71	<b>\$2,059.19</b>
6 yard 2/week	1800	\$512.66	\$273.00	\$55.00	<b>\$840.66</b>
6 yard 3/week	2700	\$788.30	\$409.50	\$83.85	<b>\$1,281.65</b>
6 yard 4/week	3600	\$923.25	\$546.00	\$102.85	<b>\$1,572.10</b>
6 yard 5/week	4500	\$1,119.71	\$682.50	\$126.15	<b>\$1,928.36</b>
6 yard 6/week	5400	\$1,420.74	\$819.00	\$156.78	<b>\$2,396.52</b>
7 yard 2/week	2100	\$595.82	\$318.50	\$64.00	<b>\$978.32</b>
7 yard 3/week	3150	\$942.66	\$477.75	\$99.43	<b>\$1,519.84</b>
7 yard 4/week	4200	\$1,097.13	\$637.00	\$121.39	<b>\$1,855.52</b>
7 yard 5/week	5250	\$1,348.37	\$796.25	\$150.12	<b>\$2,294.74</b>
7 yard 6/week	6300	\$1,599.43	\$955.50	\$178.85	<b>\$2,733.78</b>
extra empty	lbs/empty				
1 yard	150	\$12.87	\$5.25	\$1.27	<b>\$19.39</b>
2 yard	300	\$25.53	\$10.50	\$2.52	<b>\$38.55</b>
3 yard	450	\$45.59	\$15.75	\$4.29	<b>\$65.63</b>
4 yard	600	\$50.53	\$21.00	\$5.01	<b>\$76.54</b>
5 yard	750	\$54.12	\$26.25	\$5.63	<b>\$86.00</b>
6 yard	900	\$68.83	\$31.50	\$7.02	<b>\$107.35</b>
7 yard	1050	\$83.49	\$36.75	\$8.42	<b>\$128.66</b>



Service Level	lbs/wk	Service	Disposal	Surcharge	Total
<b>Bin Rental</b>					
1 yard		\$13.56		\$0.95	<b>\$14.51</b>
2 yard		\$16.89		\$1.18	<b>\$18.07</b>
3 yard		\$20.46		\$1.43	<b>\$21.89</b>
4 yard		\$23.67		\$1.66	<b>\$25.33</b>
5 yard		\$27.04		\$1.89	<b>\$28.93</b>
6 yard		\$30.45		\$2.13	<b>\$32.58</b>
7 yard		\$33.87		\$2.37	<b>\$36.24</b>
Office paper bin set-up charge		\$93.58		\$6.55	<b>\$100.13</b>
	lbs/wk				
1-32 gallon can	28	\$13.25	\$4.25	\$1.23	<b>\$18.73</b>
2-32 gallon cans	56	\$26.51	\$8.49	\$2.45	<b>\$37.45</b>
3-32 gallon cans	84	\$39.83	\$12.74	\$3.68	<b>\$56.25</b>
4-32 gallon cans	112	\$53.09	\$16.99	\$4.91	<b>\$74.99</b>
5-32 gallon cans	140	\$66.36	\$21.23	\$6.13	<b>\$93.72</b>
6-32 gallon cans	168	\$79.65	\$25.48	\$7.36	<b>\$112.49</b>
1 commercial toter	65	\$19.27	\$9.86	\$2.04	<b>\$31.17</b>
2 commercial toters	130	\$38.48	\$19.72	\$4.07	<b>\$62.27</b>
3 commercial toters	195	\$57.76	\$29.58	\$6.11	<b>\$93.45</b>
4 commercial toters	260	\$77.02	\$39.43	\$8.15	<b>\$124.60</b>
5 commercial toters	325	\$96.25	\$49.29	\$10.19	<b>\$155.73</b>
6 commercial toters	390	\$115.53	\$59.15	\$12.23	<b>\$186.91</b>
<b>C&amp;D DEBRIS BOXES</b>					
	lbs/yd				
15 yard	272	\$175.27	\$97.92	\$19.12	<b>\$292.31</b>
20 yard	272	\$182.06	\$130.56	\$21.88	<b>\$334.50</b>
30 yard	272	\$194.23	\$195.84	\$27.30	<b>\$417.37</b>
33 yard	272	\$195.04	\$215.42	\$28.73	<b>\$439.19</b>
40 yard	272	\$210.46	\$261.12	\$33.01	<b>\$504.59</b>
50 yard	272	\$232.14	\$326.40	\$39.10	<b>\$597.64</b>
<b>COMMERCIAL DEBRIS BOXES</b>					
	lbs/yd				
15 yard	272	\$175.27	\$142.80	\$22.26	<b>\$340.33</b>
20 yard	272	\$182.06	\$190.40	\$26.07	<b>\$398.53</b>
30 yard	272	\$194.23	\$285.60	\$33.59	<b>\$513.42</b>
33 yard	272	\$195.04	\$314.16	\$35.64	<b>\$544.84</b>
40 yard	272	\$210.46	\$380.80	\$41.39	<b>\$632.65</b>
50 yard	272	\$232.14	\$476.00	\$49.57	<b>\$757.71</b>



Service Level	lbs/wk	Service	Disposal	Surcharge	Total
<b>TEMPORARY BINS</b>		lbs/yd			
5 yard	150	\$88.51	\$26.25	\$8.03	<b>\$122.79</b>
6 yard	150	\$91.11	\$31.50	\$8.58	<b>\$131.19</b>
7 yard	150	\$93.72	\$36.75	\$9.13	<b>\$139.60</b>
<b>CD TEMPORARY BINS</b>					
7 yard	150	\$93.72	\$25.20	\$8.32	<b>\$127.24</b>
<b>CONCRETE BINS</b>					
6 yard	1890	\$252.73	\$102.06	\$24.84	<b>\$379.63</b>
9 yard	1890	\$315.69	\$153.09	\$32.81	<b>\$501.59</b>
<b>COMPACTOR RATES *</b>					
10-15 yards		<b>\$198.90</b>			
16-20 yards		<b>\$214.18</b>			
21-30 yards		<b>\$229.49</b>			
31-40 yards		<b>\$244.78</b>			
41-50 yards		<b>\$260.08</b>			
<b>WOOD RECYCLING DEBRIS BOXES</b>					
15 yard	345	\$170.18	\$69.86	\$16.80	<b>\$256.84</b>
20 yard	345	\$176.74	\$93.15	\$18.89	<b>\$288.78</b>
30 yard	345	\$188.57	\$139.73	\$22.98	<b>\$351.28</b>
40 yard	345	\$204.33	\$186.30	\$27.34	<b>\$417.97</b>

**\* PLUS:**

- 1) TOTAL TRAVEL MILEAGE TIMES \$1.59 PER MILE (effective July 1, 2019 w/ 2.90% COLA)
- 2) LANDFILL FEES AS CHARGED AT THE LANDFILL.
- 3) COUNTY FRANCHISE FEE.



## TRANSFER STATION FEES

	lbs/yard	Service	Disposal	Fee Surcharge	Total Fee	Rounded Fee
1 yard	272	\$4.62	\$9.52	\$0.99	\$15.13	<b>\$16.00</b>
1/2 yard	272	\$2.30	\$4.76	\$0.49	\$7.55	<b>\$8.00</b>
Tires	lbs/tire					
car	43	\$0.22	\$4.09	\$0.30	\$4.61	<b>\$4.75</b>
truck	114	\$7.45	\$10.83	\$1.28	\$19.56	<b>\$20.00</b>
tractor	350	\$46.72	\$33.25	\$5.60	\$85.57	<b>\$90.00</b>
Euclid	1000	\$30.72	\$95.00	\$8.80	\$134.52	<b>\$135.00</b>
	lbs/item					
CFC appliances		\$28.55	\$6.00	\$2.42	\$36.97	<b>\$37.00</b>
appliances <sup>(1)(2)</sup>		\$11.46	\$6.00	\$1.22	\$18.68	<b>\$18.75</b>
mattresses	54	\$14.18	\$1.89	\$1.12	\$17.19	<b>\$17.25</b>
box springs	51	\$14.33	\$1.79	\$1.13	\$17.25	<b>\$17.25</b>
	lbs/yard					
1 yard sheet rock	387	\$6.16	\$13.55	\$1.38	\$21.09	<b>\$21.25</b>
1 yard roofing	546	\$6.44	\$19.11	\$1.79	\$27.34	<b>\$27.50</b>
1 yard compacted	680	\$7.39	\$23.80	\$2.18	\$33.37	<b>\$33.50</b>
1 yard dirt/trash	816	\$10.19	\$28.56	\$2.71	\$41.46	<b>\$41.50</b>

## FRANCHISE AREA 4 PARCEL FEE

	lbs/ month	Service	Disposal	Fee Surcharge	Total Fee
Residential	267	\$7.83	\$9.33	\$1.20	\$18.36
Commercial	267	\$7.83	\$9.33	\$1.20	\$18.36
Mobile Home Park	267	\$7.83	\$9.33	\$1.20	\$18.36

### NOTES:

1. The disposal component of the rates for appliances is based on the fee charged by the WPWMA to accept the item at their facility.
2. The fee charged for the acceptance of CRT's and TV's was rescinded at the WPWMA March 10, 2005 meeting.

# Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION AMENDING  
RESOLUTION 86-294 ESTABLISHING RATES  
FOR SOLID WASTE SERVICES IN THE  
FORESTHILL DIVIDE

Resol. No: 88-218

Ord. No: \_\_\_\_\_

First Reading: \_\_\_\_\_

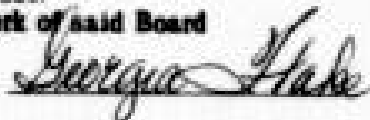
The following RESOLUTION was duly passed by the Board of Supervisors  
of the County of Placer at a regular meeting held June 21, 1988  
by the following vote on roll call:

Ayes: FERREIRA, COOK, LEE, HENRIKSON, MAHAN  
Noes: NONE  
Absent: NONE

Signed and approved by me after its passage.

  
Chairman, Board of Supervisors

Attest:  
Clerk of said Board



Resolution 86-294 adopted July 29, 1986, is hereby amended to  
read as follows:

WHEREAS, it is the desire of the Board of Supervisors to  
make a solid waste transfer station available to all residents  
of the Foresthill Divide (Franchise Area #5) at reasonable cost;  
and,

WHEREAS, Government Code Section 25830 authorizes the Board  
of Supervisors to establish a Schedule of Fees to finance solid  
waste activities; and,

WHEREAS, numerous meetings have been held with the Foresthill  
Forum and interested citizens to develop a program that would be  
acceptable to the community and improve the handling of solid  
waste in the Foresthill Divide; and,

WHEREAS, the program presented to and accepted by the  
community will provide for the Foresthill Transfer Station to  
be made available to all residents of the Foresthill Divide for  
a basic fee.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby established a basic fee of \$4.50 per month per developed parcel in Franchise Area #5 for the purpose of operating the Foresthill Solid Waste Transfer Station and also establishes the following criteria for the implementation of this program:

1. Effective Date

This program shall go into effect July 1, 1986.

2. Collection of Payment

The franchise holder shall bill each customer directly on a quarterly basis. The Placer County Building Department shall notify Auburn Placer Disposal Service of all permits for District #5. It shall be the obligation of the franchisee to identify developed property and to collect delinquent accounts. The County may assist in collection of accounts that are more than one year delinquent through a lien on the subject property. If the County collects delinquent accounts, a penalty of one and one half percent per mo./ (1½) will be added to each account.

(new)

3. Trailer Parks

Trailer Parks shall pay the same basic fee as residential properties, i.e., \$4.50/mo. per space. An adjustment for occupancy can be made based on statistical information substantiating the average occupancy for each trailer park.

4. Commercial Property

Commercial property shall pay the basic fee of \$4.50/mo. which provides for one yard of waste disposal per month at the transfer station. Additional quantities shall be paid for at the rate of \$3.25 per cubic yard.

5. Basic Service (Mandatory)

All developed properties in Franchise Area #5 shall have full access to the Foresthill Transfer Station four days per week, including Saturday and Sunday with no gate charge except for commercial customers as described in Paragraph 4. The Transfer Station will accept all household waste, lawn clippings, white goods and other normal waste materials. Automobile tires, will be accepted at the rate of four tires per customer per month. More than four will be charged \$1.00 each. Truck tires will be charged \$1.50 each. Tree stumps over 10 inches in diameter will not be accepted.

6. Optional Service

All property owners in Franchise Area #5 may request and receive collection service from Auburn Placer Disposal Service, whether residential or commercial. In this event, the basic fee of \$4.50/mo. shall be applied as a credit towards the current cost for collection service, which is \$6.80 a month for one can pick-up per week.

Those property owners who elect to receive collection service will retain full access to the Transfer Station as described in Paragraphs 4 and 5 above. Property to be provided with collection service must be accessible by road, which is at least 16 feet wide and said road must serve four or more properties.



**AGREEMENT NO. 11846****DESCRIPTION: SEVENTH AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES - FEE ADJUSTMENTS FOR THE OPERATING YEAR 2020-21**

This Seventh Amendment is made and entered into this 7th day of July, 2020, by and between the County of Placer, hereinafter referred to as the "County," and Recology Auburn Placer, hereinafter referred to as the "Contractor."

**WITNESSETH**

WHEREAS, on the 9<sup>TH</sup> day of April, 2013, the County and Contractor entered into an Agreement for the collection, transportation, and disposal of Solid Waste in Franchise Areas 1 and 4 (Agreement), which was amended previously by the First Amendment as of August 20, 2013, by the Second Amendment as of June 17, 2014, by the Third Amendment as of June 6, 2015, by the Fourth Amendment as of November 14, 2017, by the Fifth Amendment as of June 28, 2018, and by the Sixth Amendment as of June 18, 2019, and

WHEREAS, the County and Contractor wish to amend the Agreement, after holding a duly noticed public hearing, to adjust the **Collection Fees** charged to residential and commercial customers in Franchise Areas 1 and 4 to reflect the increased disposal cost resulting from increased Tipping Fees charged by the Western Placer Waste Management Authority at the Western Regional Material Recovery Facility, effective July 1, 2020 for fiscal year 2020-21, as reflected in Exhibit B7; and

WHEREAS, the County will fund the increased cost of Collection Fees for a period of up to six months, from July 1, 2020, through December 31, 2020, in an amount not to exceed \$140,000, in lieu of Contractor collecting the increase in Collection Fees from customers in Franchise Areas 1 and 4; and

WHEREAS, the County and Contractor wish to memorialize in this Amendment to their agreement regarding the foregoing issues.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

- I. "ARTICLE FOUR – PAYMENTS AND FEES: Section 1. FEES FOR PROVIDING COLLECTION SERVICES WITHIN THE FRANCHISE AREA – A. General," is replaced in its entirety with the following:

"Effective July 1, 2020, Contractor shall be required to charge the collection fees, transfer station tipping fees, and Foresthill parcel fees within Franchise Areas 1 and 4, as shown on Exhibit B7, attached hereto, and incorporated herein by reference. The rates shown in Exhibit B7 shall supersede and replace all prior rates in effect under this Agreement.

Notwithstanding the foregoing, Contractor shall continue to charge customers the rates effective as of July 1, 2019 until no later than December 31, 2020, provided County reimburses Contractor for the difference as provided in this paragraph. Each month beginning August 2020 and continuing until no later than January 2021, Contractor shall invoice County for an amount equal to the difference between (i) the amount that would have been billed to customers in the previous month had Contractor billed customers at the rates shown in Exhibit B7, and (ii) the amount actually billed to customers in the previous month at the rates effective as of July 1, 2019. County shall pay Contractor the amount of such difference within 30 days after receiving such invoice, up to a maximum of \$140,000 for all months combined. If County fails to timely pay such invoice or if the unused portion of the \$140,000 is not sufficient to fund the rate difference for an additional month, then Contractor may begin charging the rates in Exhibit B7 before January 1, 2021"

Both parties acknowledge that the Collection Fees described in Exhibit B7 consist of three distinct rate components: (1) a "Service Fee" component which reflects the costs of the Contractor, including Contractor's profit, to arrange for the collection and transport of Wastes from the customer's location to the Materials Recovery Facility, (2) a direct "pass through cost" of the Disposal Fees charged to dispose of Solid Waste at the Materials Recovery Facility, and (3) the Fee Surcharge.

Upon the Commencement Date, Contractor shall obtain, supply and provide all labor, materials, vehicles, equipment, and all other things implied or reasonably necessary to render all of the services and perform all covenants described in this Agreement. The Service Fee component, the disposal fee component; the sale of Source Separated Recyclable Materials collected at the transfer stations, the Tipping Fees received by Contractor at the Transfer Stations and the Forsthill parcel fee together shall be Contractor's sole and exclusive compensation for its services and performance under this Agreement. Contractor shall not be entitled to any other compensation for such services and performance except as expressly provided for in this Agreement. Any changes in Contractor's Collection Fees, unless provided for in this Article, shall require the prior approval of the Board of Supervisors.

- II. Except as expressly provided in this Amendment, the Agreement shall remain unchanged and in full force and effect. After this Amendment is duly executed and delivered by County and Contractor, this Amendment shall be and constitute an integral part of the Agreement.

County of Placer (County)

By: *Dominic M. Cole* 8/21/20  
Chair, Board of Supervisors Date

Recology Auburn Placer (Contractor)

By: Michael J. Sangiacomo  
Michael J. Sangiacomo, President &  
Chief Executive Officer

By: Cary Chen  
Cary Chen, Sr. Vice President, General  
Counsel and Corporate Secretary

APPROVED AS TO FORM:

By: Robert Sandman  
County Counsel

APPROVED AS TO FUNDS:

By: *Eleena Jaggi*  
Auditor

**FRANCHISE AREA 4  
GARBAGE COLLECTION FEES  
Fiscal Year 2020-21**

**RESIDENTIAL**

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
32 gal can	28	\$12.63	\$4.43	\$1.19	<b>\$18.25</b>
2 cans	56	\$15.76	\$8.86	\$1.72	<b>\$26.34</b>
3 cans	84	\$18.19	\$13.29	\$2.20	<b>\$33.68</b>
4 cans	112	\$21.13	\$17.71	\$2.72	<b>\$41.56</b>
5 cans	140	\$23.76	\$22.14	\$3.21	<b>\$49.11</b>
6 cans	168	\$26.26	\$26.57	\$3.70	<b>\$56.53</b>
senior citizen	28	\$9.87	\$4.43	\$1.00	<b>\$15.30</b>
toter	65	\$19.27	\$10.28	\$2.07	<b>\$31.62</b>
add toter	65	\$8.95	\$10.28	\$1.35	<b>\$20.58</b>
extra cans	28	\$2.76	\$1.02	\$0.26	<b>\$4.04</b>
extra bags	18	\$1.90	\$0.66	\$0.18	<b>\$2.74</b>
oversize charge		\$2.59	\$0.00	\$0.18	<b>\$2.77</b>
distance charge		\$3.74	\$0.00	\$0.26	<b>\$4.00</b>
gate charge		\$4.72	\$0.00	\$0.33	<b>\$5.05</b>

**COMMERCIAL**

1 yard	150	\$81.07	\$23.73	\$7.34	<b>\$112.14</b>
2 yard	300	\$127.58	\$47.45	\$12.25	<b>\$187.28</b>
3 yard	450	\$174.50	\$71.18	\$17.20	<b>\$262.88</b>
4 yard	600	\$217.71	\$94.90	\$21.88	<b>\$334.49</b>
5 yard	750	\$258.34	\$118.63	\$26.39	<b>\$403.36</b>
6 yard	900	\$301.52	\$142.35	\$31.07	<b>\$474.94</b>
7 yard	1050	\$344.68	\$166.08	\$35.75	<b>\$546.51</b>
1 yard 2/week	300	\$123.80	\$47.45	\$11.99	<b>\$183.24</b>
1 yard 3/week	450	\$166.16	\$71.18	\$16.61	<b>\$253.95</b>
1 yard 4/week	600	\$208.47	\$94.90	\$21.24	<b>\$324.61</b>
1 yard 5/week	750	\$248.70	\$118.63	\$25.71	<b>\$393.04</b>
1 yard 6/week	900	\$295.52	\$142.35	\$30.65	<b>\$468.52</b>
2 yard 2/week	600	\$210.81	\$94.90	\$21.40	<b>\$327.11</b>
2 yard 3/week	900	\$294.65	\$142.35	\$30.59	<b>\$467.59</b>
2 yard 4/week	1200	\$377.27	\$189.80	\$39.69	<b>\$606.76</b>
2 yard 5/week	1500	\$460.73	\$237.25	\$48.86	<b>\$746.84</b>
2 yard 6/week	1800	\$624.15	\$284.70	\$63.62	<b>\$972.47</b>

3 yard 2/week	900	\$298.02	\$142.35	\$30.83	<b>\$471.20</b>
3 yard 3/week	1350	\$422.04	\$213.53	\$44.49	<b>\$680.06</b>
3 yard 4/week	1800	\$546.55	\$284.70	\$58.19	<b>\$889.44</b>
3 yard 5/week	2250	\$670.60	\$355.88	\$71.85	<b>\$1,098.33</b>
3 yard 6/week	2700	\$794.82	\$427.05	\$85.53	<b>\$1,307.40</b>
4 yard 2/week	1200	\$369.95	\$189.80	\$39.18	<b>\$598.93</b>
4 yard 3/week	1800	\$504.06	\$284.70	\$55.21	<b>\$843.97</b>
4 yard 4/week	2400	\$647.66	\$379.60	\$71.91	<b>\$1,099.17</b>
4 yard 5/week	3000	\$790.29	\$474.50	\$88.54	<b>\$1,353.33</b>
4 yard 6/week	3600	\$929.46	\$569.40	\$104.92	<b>\$1,603.78</b>
5 yard 2/week	1500	\$429.50	\$237.25	\$46.67	<b>\$713.42</b>
5 yard 3/week	2250	\$633.97	\$355.88	\$69.29	<b>\$1,059.14</b>
5 yard 4/week	3000	\$749.39	\$474.50	\$85.67	<b>\$1,309.56</b>
5 yard 5/week	3750	\$891.03	\$593.13	\$103.89	<b>\$1,588.05</b>
5 yard 6/week	4500	\$1,241.98	\$711.75	\$136.76	<b>\$2,090.49</b>
6 yard 2/week	1800	\$512.66	\$284.70	\$55.82	<b>\$853.18</b>
6 yard 3/week	2700	\$788.30	\$427.05	\$85.07	<b>\$1,300.42</b>
6 yard 4/week	3600	\$923.25	\$569.40	\$104.49	<b>\$1,597.14</b>
6 yard 5/week	4500	\$1,119.71	\$711.75	\$128.20	<b>\$1,959.66</b>
6 yard 6/week	5400	\$1,420.74	\$854.10	\$159.24	<b>\$2,434.08</b>
7 yard 2/week	2100	\$595.82	\$332.15	\$64.96	<b>\$992.93</b>
7 yard 3/week	3150	\$942.66	\$498.23	\$100.86	<b>\$1,541.75</b>
7 yard 4/week	4200	\$1,097.13	\$664.30	\$123.30	<b>\$1,884.73</b>
7 yard 5/week	5250	\$1,348.37	\$830.38	\$152.51	<b>\$2,331.26</b>
7 yard 6/week	6300	\$1,599.43	\$996.45	\$181.71	<b>\$2,777.59</b>
extra empty	lbs/empty				
1 yard	150	\$12.87	\$5.48	\$1.28	<b>\$19.63</b>
2 yard	300	\$25.53	\$10.95	\$2.55	<b>\$39.03</b>
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7 yard	1050	\$83.49	\$38.33	\$8.53	<b>\$130.35</b>

<b>Bin Rental</b>					
1 yard		\$13.56		\$0.95	<b>\$14.51</b>
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5 yard		\$27.04		\$1.89	<b>\$28.93</b>
6 yard		\$30.45		\$2.13	<b>\$32.58</b>
7 yard		\$33.87		\$2.37	<b>\$36.24</b>
<b>Office paper bin</b>					
set-up charge		\$93.58		\$6.55	<b>\$100.13</b>
	lbs/wk				
1-32 gallon can	28	\$13.25	\$4.43	\$1.24	<b>\$18.92</b>
2-32 gallon cans	56	\$26.51	\$8.86	\$2.48	<b>\$37.85</b>
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4-32 gallon cans	112	\$53.09	\$17.71	\$4.96	<b>\$75.76</b>
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1 commercial toter	65	\$19.27	\$10.28	\$2.07	<b>\$31.62</b>
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<b>C&amp;D DEBRIS BOXES:</b>	lbs/yd				
15 yard	272	\$175.27	\$104.04	\$19.55	<b>\$298.86</b>
20 yard	272	\$182.06	\$138.72	\$22.45	<b>\$343.23</b>
30 yard	272	\$194.23	\$208.08	\$28.16	<b>\$430.47</b>
33 yard	272	\$195.04	\$228.89	\$29.68	<b>\$453.61</b>
40 yard	272	\$210.46	\$277.44	\$34.15	<b>\$522.05</b>
50 yard	272	\$232.14	\$346.80	\$40.53	<b>\$619.47</b>
<b>COMMERCIAL DEBRIS BOXES</b>	lbs/yd				
15 yard	272	\$175.27	\$148.92	\$22.69	<b>\$346.88</b>
20 yard	272	\$182.06	\$198.56	\$26.64	<b>\$407.26</b>
30 yard	272	\$194.23	\$297.84	\$34.44	<b>\$526.51</b>
33 yard	272	\$195.04	\$327.62	\$36.59	<b>\$559.25</b>
40 yard	272	\$210.46	\$397.12	\$42.53	<b>\$650.11</b>
50 yard	272	\$232.14	\$496.40	\$51.00	<b>\$779.54</b>

<b>TEMPORARY BINS</b>		<b>lbs/yd</b>				
5 yard	150	\$88.51	\$27.38	\$8.11	<b>\$124.00</b>	
6 yard	150	\$91.11	\$32.85	\$8.68	<b>\$132.64</b>	
7 yard	150	\$93.72	\$38.33	\$9.24	<b>\$141.29</b>	
<hr/>						
<b>CD TEMPORARY BINS</b>						
7 yard	150	\$93.72	\$26.78	\$8.44	<b>\$128.94</b>	
<b>CONCRETE BINS</b>						
6 yard	1890	\$252.73	\$113.40	\$25.63	<b>\$391.76</b>	
9 yard	1890	\$315.69	\$170.10	\$34.01	<b>\$519.80</b>	
<b>COMPACTOR RATES *</b>						
10-15 yards		\$198.90				
16-20 yards		\$214.18				
21-30 yards		\$229.49				
31-40 yards		\$244.78				
41-50 yards		\$260.08				
<b>WOOD RECYCLING DEBRIS BOXES</b>						
15 yard	345	\$170.18	\$75.04	\$17.17	<b>\$262.39</b>	
20 yard	345	\$176.74	\$100.05	\$19.38	<b>\$296.17</b>	
30 yard	345	\$188.57	\$150.08	\$23.71	<b>\$362.36</b>	
40 yard	345	\$204.33	\$200.10	\$28.31	<b>\$432.74</b>	
<b>* PLUS:</b>						
1) TOTAL TRAVEL MILEAGE TIMES \$1.59 PER MILE (effective July 1, 2019 w/ 2.90% COLA)						
2) LANDFILL FEES AS CHARGED AT THE LANDFILL.						
3) COUNTY FRANCHISE FEE.						

### TRANSFER STATION FEES

	lbs/yard	Service	Disposal	Fee Surcharge	Total Fee	Rounded Fee
1 yard	272	\$4.62	\$9.93	\$1.02	\$15.57	<b>\$16.00</b>
1/2 yard	272	\$2.30	\$4.96	\$0.51	\$7.77	<b>\$8.00</b>
<b>Tires</b>						
	lbs/tire					
car	43	\$0.22	\$4.52	\$0.34	\$5.07	<b>\$5.25</b>
truck	114	\$7.45	\$11.97	\$1.36	\$20.78	<b>\$21.00</b>
tractor	350	\$46.72	\$36.75	\$5.84	\$89.31	<b>\$90.00</b>
Euclid	1000	\$30.72	\$105.00	\$9.50	\$145.22	<b>\$146.00</b>
<b>CFC appliances</b>						
	lbs/item					
CFC appliances		\$28.55	\$8.00	\$2.56	\$39.11	<b>\$39.25</b>
appliances <sup>(1)(2)</sup>		\$11.46	\$8.00	\$1.36	\$20.82	<b>\$21.00</b>
mattresses	54	\$14.18	\$1.97	\$1.13	\$17.28	<b>\$17.50</b>
box springs	51	\$14.33	\$1.86	\$1.13	\$17.32	<b>\$17.50</b>
<b>Sheet Rock</b>						
	lbs/yard					
1 yard sheet rock	387	\$6.16	\$14.13	\$1.42	\$21.71	<b>\$22.00</b>
1 yard roofing	546	\$6.44	\$19.93	\$1.84	\$28.21	<b>\$28.25</b>
1 yard compacted	680	\$7.39	\$24.82	\$2.25	\$34.46	<b>\$34.50</b>
1 yard dirt/trash	816	\$10.19	\$29.78	\$2.80	\$42.77	<b>\$43.00</b>

### FRANCHISE AREA 4 PARCEL FEE

	lbs/ month	Service	Disposal	Fee Surcharge	Total Fee
Residential	267	\$7.83	\$9.73	\$1.23	\$18.79
Commercial	267	\$7.83	\$9.73	\$1.23	\$18.79
Mobile Home Parl	267	\$7.83	\$9.73	\$1.23	\$18.79

FRANCHISE FEE:	7%	Tire Disposal:	\$210.00
COST OF LIVING:	0.00%	Appliance Disposal:	\$8.00
DISPOSAL COST:	\$73.00		

#### NOTES:

1. The disposal component of the rates for appliances is based on the fee charged by the WPWMA to accept the item at their facility.
2. The fee charged for the acceptance of CRT's and TV's was rescinded at the WPWMA March 10, 2005 meeting



**Signature:** Michael J. Sangiacomo  
Michael J. Sangiacomo (Jun 24, 2020 16:03 PDT)

**Email:** msangiacomo@recology.com

**Signature:** Cary Chen  
Cary Chen (Jun 24, 2020 20:37 PDT)

**Email:** cchen@recology.com

# Recology Amendment 7

Final Audit Report

2020-06-25

Created:	2020-06-24
By:	Michelle Darling (mdarling@placer.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAstObaxSc-dAahL3clf2jW-tsLYrBuWGS

## "Recology Amendment 7" History



Document created by Michelle Darling (mdarling@placer.ca.gov)

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Document e-signed by Michael J. Sangiacomo (msangiacomo@recology.com)

Signature Date: 2020-06-24 - 11:03:27 PM GMT - Time Source: server- IP address: 108.171.133.186



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2020-06-24 - 11:49:39 PM GMT- IP address: 108.171.133.186



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**Signature:** Michael J. Sangiacomo  
Michael J. Sangiacomo [Jun 24, 2020 16:03 PDT]  
**Email:** msangiacomo@recology.com

**Signature:** Cary Chen  
Cary Chen [Jun 24, 2020 20:37 PDT]  
**Email:** cchen@recology.com









# Recology Amendment 7

Final Audit Report

2020-06-25

Created:	2020-06-24
By:	Michelle Darling (mdarling@placer.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAstObaxSc-dAahL3clf2jW-tsLYrBuWGS

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2020-06-25 - 3:37:55 AM GMT



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**Signature:** Robert Sandman  
Robert Sandman (Aug 5, 2020 13:38 PDT)

**Email:** rsandman@placer.ca.gov

# Recology Amendment 7-Aud-signed

Final Audit Report

2020-08-05

Created:	2020-07-09
By:	Michelle Darling (mdarling@placer.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAxAjCc4tTE0hx2pfdy-glCtzB8Gx34wl94

## "Recology Amendment 7-Aud-signed" History



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2020-08-05 - 8:38:28 PM GMT - IP address: 104.129.192.59



Document e-signed by Robert Sandman (rsandman@placer.ca.gov)

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Signed document emailed to Robert Sandman (rsandman@placer.ca.gov), Michelle Darling (mdarling@placer.ca.gov), Tony Rivers (trivers@placer.ca.gov), and wschwall@placer.ca.gov

2020-08-05 - 8:38:50 PM GMT



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**AGREEMENT NO. 11846****DESCRIPTION: EIGHTH AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES - FEE ADJUSTMENTS FOR THE OPERATING YEAR 2021-22**

This Eighth Amendment is made and entered into this 8<sup>th</sup> day of June, 2021, by and between the County of Placer, hereinafter referred to as the "County," and Recology Auburn Placer, hereinafter referred to as the "Contractor."

**WITNESSETH**

WHEREAS, on the 9<sup>TH</sup> day of April, 2013, the County and Contractor entered into an Agreement for the collection, transportation, and disposal of Solid Waste in Franchise Areas 1 and 4 (Agreement), which was amended previously by the First Amendment as of August 20, 2013, by the Second Amendment as of June 17, 2014, by the Third Amendment as of June 6, 2015, by the Fourth Amendment as of November 14, 2017, by the Fifth Amendment as of June 28, 2018, by the Sixth Amendment as of June 18, 2019, and by the Seventh Amendment as of July 7, 2020; and

WHEREAS, the County and Contractor wish to amend the Agreement, after holding a duly noticed public hearing, to adjust the **Collection Fees** charged to residential and commercial customers in Franchise Areas 1 and 4 to reflect the Contractor entitled cost of living adjustment ("COLA") and the increased disposal cost resulting from increased **Tipping Fees** charged by the Western Placer Waste Management Authority at the Western Regional Material Recovery Facility, effective July 1, 2021 for fiscal year 2021-22, as reflected in Exhibit B8; and

WHEREAS, the County and Contractor wish to memorialize in this Amendment to their agreement regarding the foregoing issues.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

- I. The first paragraph of "ARTICLE FOUR – PAYMENTS AND FEES: Section 1. FEES FOR PROVIDING COLLECTION SERVICES WITHIN THE FRANCHISE AREA – A. General," is replaced in its entirety with the following:

"Effective July 1, 2021, Contractor shall be required to charge the collection fees, transfer station tipping fees, and Foresthill parcel fees within Franchise Areas 1 and 4, as shown on Exhibit B8, attached hereto, and incorporated herein by reference. The rates shown in Exhibit B8 shall supersede and replace all prior rates in effect under this Agreement.

- II. Except as expressly provided in this Amendment, the Agreement shall remain unchanged and in full force and effect. After this Amendment is duly executed and delivered by County and Contractor, this Amendment shall be and constitute an integral part of the Agreement.

County of Placer (County)

By:   
Chair, Board of Supervisors

Date 6/24/21

Recology Auburn Placer (Contractor)

By: Sal  
Salvatore M. Coniglio  
Chief Executive Officer

By: Cary Chen  
Cary Chen, Executive Vice President,  
Chief Risk & Legal Officer, and  
Corporate Secretary

APPROVED AS TO FORM:

By: Robert Sandman  
County Counsel

**FRANCHISE AREA 1 & 4  
GARBAGE COLLECTION FEES  
Fiscal Year 2021-22**

**RESIDENTIAL**

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
32 gal can	28	\$12.82	\$5.34	\$1.27	\$19.43
2 cans	56	\$16.00	\$10.68	\$1.87	\$28.55
3 cans	84	\$18.46	\$16.02	\$2.41	\$36.89
4 cans	112	\$21.45	\$21.35	\$3.00	\$45.80
5 cans	140	\$24.12	\$26.69	\$3.56	\$54.37
6 cans	168	\$26.65	\$32.03	\$4.11	\$62.79
senior citizen	28	\$10.02	\$5.34	\$1.08	\$16.44
toter	65	\$19.56	\$12.39	\$2.24	\$34.19
add toter	65	\$9.08	\$12.39	\$1.50	\$22.97
extra cans	28	\$2.80	\$1.23	\$0.28	\$4.31
extra bags	18	\$1.93	\$0.79	\$0.19	\$2.91
oversize charge		\$2.63	\$0.00	\$0.18	\$2.81
distance charge		\$3.80	\$0.00	\$0.27	\$4.07
gate charge		\$4.79	\$0.00	\$0.34	\$5.13

**COMMERCIAL**

1 yard	150	\$82.29	\$28.60	\$7.76	\$118.65
2 yard	300	\$129.49	\$57.20	\$13.07	\$199.76
3 yard	450	\$177.12	\$85.80	\$18.40	\$281.32
4 yard	600	\$220.98	\$114.40	\$23.48	\$358.86
5 yard	750	\$262.22	\$143.00	\$28.37	\$433.59
6 yard	900	\$306.04	\$171.60	\$33.43	\$511.07
7 yard	1050	\$349.85	\$200.20	\$38.50	\$588.55
1 yard 2/week	300	\$125.66	\$57.20	\$12.80	\$195.66
1 yard 3/week	450	\$168.65	\$85.80	\$17.81	\$272.26
1 yard 4/week	600	\$211.60	\$114.40	\$22.82	\$348.82
1 yard 5/week	750	\$252.43	\$143.00	\$27.68	\$423.11
1 yard 6/week	900	\$299.95	\$171.60	\$33.01	\$504.56
2 yard 2/week	600	\$213.97	\$114.40	\$22.99	\$351.36
2 yard 3/week	900	\$299.07	\$171.60	\$32.95	\$503.62
2 yard 4/week	1200	\$382.93	\$228.80	\$42.82	\$654.55
2 yard 5/week	1500	\$467.64	\$286.00	\$52.75	\$806.39

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
2 yard 6/week	1800	\$633.51	\$343.20	\$68.37	\$1,045.08
3 yard 2/week	900	\$302.49	\$171.60	\$33.19	\$507.28
3 yard 3/week	1350	\$428.37	\$257.40	\$48.00	\$733.77
3 yard 4/week	1800	\$554.75	\$343.20	\$62.86	\$960.81
3 yard 5/week	2250	\$680.66	\$429.00	\$77.68	\$1,187.34
3 yard 6/week	2700	\$806.74	\$514.80	\$92.51	\$1,414.05
4 yard 2/week	1200	\$375.50	\$228.80	\$42.30	\$646.60
4 yard 3/week	1800	\$511.62	\$343.20	\$59.84	\$914.66
4 yard 4/week	2400	\$657.37	\$457.60	\$78.05	\$1,193.02
4 yard 5/week	3000	\$802.14	\$572.00	\$96.19	\$1,470.33
4 yard 6/week	3600	\$943.40	\$686.40	\$114.09	\$1,743.89
5 yard 2/week	1500	\$435.94	\$286.00	\$50.54	\$772.48
5 yard 3/week	2250	\$643.48	\$429.00	\$75.07	\$1,147.55
5 yard 4/week	3000	\$760.63	\$572.00	\$93.28	\$1,425.91
5 yard 5/week	3750	\$904.40	\$715.00	\$113.36	\$1,732.76
5 yard 6/week	4500	\$1,260.61	\$858.00	\$148.30	\$2,266.91
6 yard 2/week	1800	\$520.35	\$343.20	\$60.45	\$924.00
6 yard 3/week	2700	\$800.12	\$514.80	\$92.04	\$1,406.96
6 yard 4/week	3600	\$937.10	\$686.40	\$113.65	\$1,737.15
6 yard 5/week	4500	\$1,136.51	\$858.00	\$139.62	\$2,134.13
6 yard 6/week	5400	\$1,442.05	\$1,029.60	\$173.02	\$2,644.67
7 yard 2/week	2100	\$604.76	\$400.40	\$70.36	\$1,075.52
7 yard 3/week	3150	\$956.80	\$600.60	\$109.02	\$1,666.42
7 yard 4/week	4200	\$1,113.59	\$800.80	\$134.01	\$2,048.40
7 yard 5/week	5250	\$1,368.60	\$1,001.00	\$165.87	\$2,535.47
7 yard 6/week	6300	\$1,623.42	\$1,201.20	\$197.72	\$3,022.34
extra empty	lbs/empty				
1 yard	150	\$13.06	\$6.60	\$1.38	\$21.04
2 yard	300	\$25.91	\$13.20	\$2.74	\$41.85
3 yard	450	\$46.27	\$19.80	\$4.62	\$70.69
4 yard	600	\$51.29	\$26.40	\$5.44	\$83.13
5 yard	750	\$54.93	\$33.00	\$6.16	\$94.09
6 yard	900	\$69.86	\$39.60	\$7.66	\$117.12
7 yard	1050	\$84.74	\$46.20	\$9.17	\$140.11
Bin Rental					
1 yard		\$13.76		\$0.96	\$14.72



Service Level	lbs/wk	Service	Disposal	Surcharge	Total
2 yard		\$17.14		\$1.20	\$18.34
3 yard		\$20.77		\$1.45	\$22.22
4 yard		\$24.03		\$1.68	\$25.71
5 yard		\$27.45		\$1.92	\$29.37
6 yard		\$30.91		\$2.16	\$33.07
7 yard		\$34.38		\$2.41	\$36.79
Office paper bin set-up charge		\$94.98		\$6.65	\$101.63
	lbs/wk				
1-32 gallon can	28	\$13.45	\$5.34	\$1.32	\$20.11
2-32 gallon cans	56	\$26.91	\$10.68	\$2.63	\$40.22
3-32 gallon cans	84	\$40.43	\$16.02	\$3.95	\$60.40
4-32 gallon cans	112	\$53.89	\$21.35	\$5.27	\$80.51
5-32 gallon cans	140	\$67.36	\$26.69	\$6.58	\$100.63
6-32 gallon cans	168	\$80.84	\$32.03	\$7.90	\$120.77
1 commercial toter	65	\$19.56	\$12.39	\$2.24	\$34.19
2 commercial toters	130	\$39.06	\$24.79	\$4.47	\$68.32
3 commercial toters	195	\$58.63	\$37.18	\$6.71	\$102.52
4 commercial toters	260	\$78.18	\$49.57	\$8.94	\$136.69
5 commercial toters	325	\$97.69	\$61.97	\$11.18	\$170.84
6 commercial toters	390	\$117.26	\$74.36	\$13.41	\$205.03
C&D DEBRIS BOXES	lbs/yd				
15 yard	272	\$177.90	\$179.52	\$25.02	\$382.44
20 yard	272	\$184.79	\$239.36	\$29.69	\$453.84
30 yard	272	\$197.14	\$359.04	\$38.93	\$595.11
33 yard	272	\$197.97	\$394.94	\$41.50	\$634.41
40 yard	272	\$213.62	\$478.72	\$48.46	\$740.80
50 yard	272	\$235.62	\$598.40	\$58.38	\$892.40
COMMERCIAL DEBRIS BOXES	lbs/yd				
15 yard	272	\$177.90	\$179.52	\$25.02	\$382.44
20 yard	272	\$184.79	\$239.36	\$29.69	\$453.84
30 yard	272	\$197.14	\$359.04	\$38.93	\$595.11
33 yard	272	\$197.97	\$394.94	\$41.50	\$634.41
40 yard	272	\$213.62	\$478.72	\$48.46	\$740.80
50 yard	272	\$235.62	\$598.40	\$58.38	\$892.40
TEMPORARY BINS	lbs/yd				
5 yard	150	\$89.84	\$33.00	\$8.60	\$131.44
6 yard	150	\$92.48	\$39.60	\$9.25	\$141.33

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
7 yard	150	\$95.13	\$46.20	\$9.89	\$151.22
<b>CD TEMPORARY BINS</b>					
7 yard	150	\$95.13	\$46.20	\$9.89	\$151.22
<b>CONCRETE BINS</b>					
6 yard	1890	\$256.52	\$141.75	\$27.88	\$426.15
9 yard	1890	\$320.43	\$212.63	\$37.31	\$570.37
<b>COMPACTOR RATES *</b>					
10-15 yards		\$201.88			
16-20 yards		\$217.39			
21-30 yards		\$232.93			
31-40 yards		\$248.45			
41-50 yards		\$263.98			
<b>WOOD RECYCLING DEBRIS BOXES</b>					
15 yard	345	\$172.73	\$103.50	\$19.34	\$295.57
20 yard	345	\$179.39	\$138.00	\$22.22	\$339.61
30 yard	345	\$191.40	\$207.00	\$27.89	\$426.29
40 yard	345	\$207.39	\$276.00	\$33.84	\$517.23

**\* PLUS:**

- 1) TOTAL TRAVEL MILEAGE TIMES \$1.50 PER MILE (effective July 1, 2021 w/ 1.50% COLA)
- 2) LANDFILL FEES AS CHARGED AT THE LANDFILL.
- 3) COUNTY FRANCHISE FEE.

## TRANSFER STATION FEES

	lbs/yard	Service	Disposal	Fee Surcharge	Total Fee	Rounded Fee
1 yard	272	\$4.69	\$11.97	\$1.17	\$17.83	\$18.00
1/2 yard	272	\$2.33	\$5.98	\$0.58	\$8.89	\$9.00
<b>Tires</b>						
	lbs/tire					
car	43	\$0.22	\$4.41	\$0.32	\$4.95	\$5.00
truck	114	\$7.56	\$11.69	\$1.35	\$20.60	\$21.00
tractor	350	\$47.42	\$35.88	\$5.83	\$89.13	\$90.00
Euclid	1000	\$31.18	\$102.50	\$9.36	\$143.04	\$144.00
<b>CFC appliances</b>						
	lbs/item					
appliances <sup>(1)(2)</sup>		\$28.98	\$38.00	\$4.69	\$71.67	\$71.75
appliances <sup>(1)(2)</sup>		\$11.63	\$8.25	\$1.39	\$21.27	\$21.50
mattresses	54	\$14.39	\$2.38	\$1.17	\$17.94	\$18.00
box springs	51	\$14.54	\$2.24	\$1.17	\$17.95	\$18.00
<b>lbs/yard</b>						
1 yard sheet rock	387	\$6.25	\$17.03	\$1.63	\$24.91	\$25.00
1 yard roofing	546	\$6.54	\$24.02	\$2.14	\$32.70	\$32.75
1 yard compacted	680	\$7.50	\$29.92	\$2.62	\$40.04	\$40.25
1 yard dirt/trash	816	\$10.34	\$35.90	\$3.24	\$49.48	\$49.50

### FRANCHISE AREA 4 PARCEL FEE

	lbs/ month	Service	Disposal	Fee Surcharge	Total Fee
Residential	267	\$7.95	\$11.73	\$1.38	\$21.06
Commercial	267	\$7.95	\$11.73	\$1.38	\$21.06
Mobile Home Park	267	\$7.95	\$11.73	\$1.38	\$21.06

FRANCHISE FEE:	7%	Tire Disposal:	\$205.00
COST OF LIVING:	1.50%	Appliance Disposal:	\$8.25
DISPOSAL COST:	\$88.00		

#### NOTES:

1. The disposal component of the rates for appliances is based on the fee charged by the WPWMA to accept the item at their facility.
2. The fee charged for the acceptance of CRT's and TV's was rescinded at the WPWMA March 10, 2005 meeting.

Signature:

Email: sconiglio@recology.com

Signature:

Email: cchen@recology.com

Signature:

Email: rsandman@placer.ca.gov

**Signature:** Salvatore M. Coniglio  
Salvatore M. Coniglio (Jun 15, 2021 09:19 PDT)  
**Email:** [sconiglio@recology.com](mailto:sconiglio@recology.com)

**Signature:** Cary Chen  
Cary Chen (Jun 23, 2021 13:51 PDT)  
**Email:** [cchen@recology.com](mailto:cchen@recology.com)

**Signature:** Robert Sandman  
Robert Sandman (Jun 23, 2021 13:53 PDT)  
**Email:** [rsandman@placer.ca.gov](mailto:rsandman@placer.ca.gov)











# Eighth Amendment to Recology Agreement No. 11846 -- Recology Edits 6-7-21b

Final Audit Report

2021-06-23

Created:	2021-06-14
By:	Michelle Darling (mdarling@placer.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAanUbcmygzo9W6ucD_hV21Zy4rLnwwZWS

## "Eighth Amendment to Recology Agreement No. 11846 -- Recology Edits 6-7-21b" History

-  Document created by Michelle Darling (mdarling@placer.ca.gov)  
2021-06-14 - 11:06:25 PM GMT- IP address: 104.129.192.100
-  Document emailed to Salvatore M. Coniglio (sconiglio@recology.com) for signature  
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-  Email viewed by Salvatore M. Coniglio (sconiglio@recology.com)  
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-  Document e-signed by Salvatore M. Coniglio (sconiglio@recology.com)  
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-  Document emailed to Cary Chen (cchen@recology.com) for signature  
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-  Document e-signed by Cary Chen (cchen@recology.com)  
Signature Date: 2021-06-23 - 8:51:58 PM GMT - Time Source: server- IP address: 50.200.34.87
-  Document emailed to Robert Sandman (rsandman@placer.ca.gov) for signature  
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-  Email viewed by Robert Sandman (rsandman@placer.ca.gov)  
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-  Document e-signed by Robert Sandman (rsandman@placer.ca.gov)  
Signature Date: 2021-06-23 - 8:53:56 PM GMT - Time Source: server- IP address: 165.225.38.92





Agreement completed.

2021-06-23 - 8:53:56 PM GMT



**Adobe Sign**

**AGREEMENT NO. 11846**

**DESCRIPTION: NINTH AMENDMENT TO THE AGREEMENT FOR SOLID WASTE HANDLING SERVICES - FEE ADJUSTMENTS FOR THE OPERATING YEAR 2022-23**

This Ninth Amendment is made and entered into this \_\_\_\_\_ day of June, 2022, by and between the County of Placer, hereinafter referred to as the "County," and Recology Auburn Placer, hereinafter referred to as the "Contractor."

**WITNESSETH**

WHEREAS, on the 9<sup>TH</sup> day of April, 2013, the County and Contractor entered into an Agreement for the collection, transportation, and disposal of Solid Waste in Franchise Areas 1 and 4 (Agreement), which was amended previously by the First Amendment as of August 20, 2013, by the Second Amendment as of June 17, 2014, by the Third Amendment as of June 6, 2015, by the Fourth Amendment as of November 14, 2017, by the Fifth Amendment as of June 28, 2018, and by the Sixth Amendment as of June 18, 2019, by the Seventh Amendment as of July 7, 2020, by the Eighth Amendment as of June 8, 2021; and

WHEREAS, the County and Contractor wish to amend the Agreement, after holding a duly noticed public hearing, to adjust the **Collection Fees** charged to residential and commercial customers in Franchise Areas 1 and 4 to reflect the County increased special fee and increased disposal cost resulting from increased **Tipping Fees** charged by the Western Placer Waste Management Authority at the Western Regional Material Recovery Facility, effective July 1, 2022 for fiscal year 2022-23, as reflected in Exhibit B9; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the **Special Fee** from 7% to 8% pursuant to Article Four, Section 1 as reflected in Exhibit B9; and

WHEREAS, the County and Contractor wish to amend the Agreement to add Contractor requirements to provide services for organic waste collection and disposal as required by SB1383 Regulations and Placer County Code Chapter 8, Article 8.32, Section 8.32.110; and

WHEREAS, the County and Contractor wish to memorialize in this Amendment to their agreement regarding the foregoing issues.

NOW, THEREFORE, it is hereby agreed by the parties as follows:

I. ARTICLE TWO – COLLECTION SERVICES: Section 3. COLLECTION SERVICES PROVIDED BY CONTRACTOR, is amended to add the following:

P. Organic Waste Collection and Disposal. The Contractor shall meet the following requirements and standards to collect organic waste within the Franchise Area:

(1) Identify Facilities – The Contractor shall identify the facilities to which they will transport organic waste, including facilities for source separated materials or mixed waste.

(2) Transport Waste to Facilities that Recover Organic Waste – The Contractor shall transport source separated organic waste and mixed waste to a facility, operation, activity, or property that recovers organic waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.

(3) Obtain Approval from County – The Contractor shall obtain approval from the County to haul organic waste, unless it is transporting source separated organic waste to a community composting site or lawfully transporting C&D in a manner that complies with California Green Building Standards Code, California Code of Regulations, Title 24, Part 11, as adopted in Placer County Code Section 15.04.660.

II. ARTICLE FOUR – PAYMENTS AND FEES: Section 1. FEES FOR PROVIDING COLLECTION SERVICES WITHIN THE FRANCHISE AREA – A. General, is replaced in its entirety with the following:

“Effective July 1, 2021, Contractor shall be required to charge the collection fees, transfer station tipping fees, and Foresthill parcel fees within Franchise Areas 1 and 4, as shown on Exhibit B9, attached hereto, and incorporated herein by reference. The rates shown in Exhibit B9 shall supersede and replace all prior rates in effect under this Agreement.”

III. Except as expressly provided in this Amendment, the Agreement shall remain unchanged and in full force and effect. After this Amendment is duly executed and delivered by County and Contractor, this Amendment shall be and constitute an integral part of the Agreement.

County of Placer (County)

By: \_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_ Date

Recology Auburn Placer (Contractor)

By: \_\_\_\_\_  
Michael J. Sangiacomo, President &  
Chief Executive Officer

By: \_\_\_\_\_  
Cary Chen, Sr. Vice President, General  
Counsel and Corporate Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

**FRANCHISE AREA 1 & 4**  
**PROPOSED GARBAGE COLLECTION FEES**  
**Fiscal Year 2022-23**

**RESIDENTIAL**

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
32 gal can	28	\$12.82	\$5.34	\$1.45	<b>\$19.61</b>
2 cans	56	\$16.00	\$10.68	\$2.13	<b>\$28.81</b>
3 cans	84	\$18.46	\$16.02	\$2.76	<b>\$37.24</b>
4 cans	112	\$21.45	\$21.35	\$3.42	<b>\$46.22</b>
5 cans	140	\$24.12	\$26.69	\$4.06	<b>\$54.87</b>
6 cans	168	\$26.65	\$32.03	\$4.69	<b>\$63.37</b>
senior citizen	28	\$10.02	\$5.34	\$1.23	<b>\$16.59</b>
toter	65	\$19.56	\$12.39	\$2.56	<b>\$34.51</b>
add toter	65	\$9.08	\$12.39	\$1.72	<b>\$23.19</b>
extra cans	28	\$2.80	\$1.23	\$0.32	<b>\$4.35</b>
extra bags	18	\$1.93	\$0.79	\$0.22	<b>\$2.94</b>
oversize charge		\$2.63	\$0.00	\$0.21	<b>\$2.84</b>
distance charge		\$3.80	\$0.00	\$0.30	<b>\$4.10</b>
gate charge		\$4.79	\$0.00	\$0.38	<b>\$5.17</b>

**COMMERCIAL**

1 yard	150	\$82.29	\$28.60	\$8.87	<b>\$119.76</b>
2 yard	300	\$129.49	\$57.20	\$14.94	<b>\$201.63</b>
3 yard	450	\$177.12	\$85.80	\$21.03	<b>\$283.95</b>
4 yard	600	\$220.98	\$114.40	\$26.83	<b>\$362.21</b>
5 yard	750	\$262.22	\$143.00	\$32.42	<b>\$437.64</b>
6 yard	900	\$306.04	\$171.60	\$38.21	<b>\$515.85</b>
7 yard	1050	\$349.85	\$200.20	\$44.00	<b>\$594.05</b>
1 yard 2/week	300	\$125.66	\$57.20	\$14.63	<b>\$197.49</b>
1 yard 3/week	450	\$168.65	\$85.80	\$20.36	<b>\$274.81</b>
1 yard 4/week	600	\$211.60	\$114.40	\$26.08	<b>\$352.08</b>
1 yard 5/week	750	\$252.43	\$143.00	\$31.63	<b>\$427.06</b>
1 yard 6/week	900	\$299.95	\$171.60	\$37.72	<b>\$509.27</b>
2 yard 2/week	600	\$213.97	\$114.40	\$26.27	<b>\$354.64</b>
2 yard 3/week	900	\$299.07	\$171.60	\$37.65	<b>\$508.32</b>
2 yard 4/week	1200	\$382.93	\$228.80	\$48.94	<b>\$660.67</b>
2 yard 5/week	1500	\$467.64	\$286.00	\$60.29	<b>\$813.93</b>

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
2 yard 6/week	1800	\$633.51	\$343.20	\$78.14	<b>\$1,054.85</b>
3 yard 2/week	900	\$302.49	\$171.60	\$37.93	<b>\$512.02</b>
3 yard 3/week	1350	\$428.37	\$257.40	\$54.86	<b>\$740.63</b>
3 yard 4/week	1800	\$554.75	\$343.20	\$71.84	<b>\$969.79</b>
3 yard 5/week	2250	\$680.66	\$429.00	\$88.77	<b>\$1,198.43</b>
3 yard 6/week	2700	\$806.74	\$514.80	\$105.72	<b>\$1,427.26</b>
4 yard 2/week	1200	\$375.50	\$228.80	\$48.34	<b>\$652.64</b>
4 yard 3/week	1800	\$511.62	\$343.20	\$68.39	<b>\$923.21</b>
4 yard 4/week	2400	\$657.37	\$457.60	\$89.20	<b>\$1,204.17</b>
4 yard 5/week	3000	\$802.14	\$572.00	\$109.93	<b>\$1,484.07</b>
4 yard 6/week	3600	\$943.40	\$686.40	\$130.38	<b>\$1,760.18</b>
5 yard 2/week	1500	\$435.94	\$286.00	\$57.76	<b>\$779.70</b>
5 yard 3/week	2250	\$643.48	\$429.00	\$85.80	<b>\$1,158.28</b>
5 yard 4/week	3000	\$760.63	\$572.00	\$106.61	<b>\$1,439.24</b>
5 yard 5/week	3750	\$904.40	\$715.00	\$129.55	<b>\$1,748.95</b>
5 yard 6/week	4500	\$1,260.61	\$858.00	\$169.49	<b>\$2,288.10</b>
6 yard 2/week	1800	\$520.35	\$343.20	\$69.08	<b>\$932.63</b>
6 yard 3/week	2700	\$800.12	\$514.80	\$105.19	<b>\$1,420.11</b>
6 yard 4/week	3600	\$937.10	\$686.40	\$129.88	<b>\$1,753.38</b>
6 yard 5/week	4500	\$1,136.51	\$858.00	\$159.56	<b>\$2,154.07</b>
6 yard 6/week	5400	\$1,442.05	\$1,029.60	\$197.73	<b>\$2,669.38</b>
7 yard 2/week	2100	\$604.76	\$400.40	\$80.41	<b>\$1,085.57</b>
7 yard 3/week	3150	\$956.80	\$600.60	\$124.59	<b>\$1,681.99</b>
7 yard 4/week	4200	\$1,113.59	\$800.80	\$153.15	<b>\$2,067.54</b>
7 yard 5/week	5250	\$1,368.60	\$1,001.00	\$189.57	<b>\$2,559.17</b>
7 yard 6/week	6300	\$1,623.42	\$1,201.20	\$225.97	<b>\$3,050.59</b>
extra empty	lbs/empty				
1 yard	150	\$13.06	\$6.60	\$1.57	<b>\$21.23</b>
2 yard	300	\$25.91	\$13.20	\$3.13	<b>\$42.24</b>
3 yard	450	\$46.27	\$19.80	\$5.29	<b>\$71.36</b>
4 yard	600	\$51.29	\$26.40	\$6.22	<b>\$83.91</b>
5 yard	750	\$54.93	\$33.00	\$7.03	<b>\$94.96</b>
6 yard	900	\$69.86	\$39.60	\$8.76	<b>\$118.22</b>
7 yard	1050	\$84.74	\$46.20	\$10.48	<b>\$141.42</b>



Service Level	lbs/wk	Service	Disposal	Surcharge	Total
<b>Bin Rental</b>					
1 yard		\$13.76		\$1.10	<b>\$14.86</b>
2 yard		\$17.14		\$1.37	<b>\$18.51</b>
3 yard		\$20.77		\$1.66	<b>\$22.43</b>
4 yard		\$24.03		\$1.92	<b>\$25.95</b>
5 yard		\$27.45		\$2.20	<b>\$29.65</b>
6 yard		\$30.91		\$2.47	<b>\$33.38</b>
7 yard		\$34.38		\$2.75	<b>\$37.13</b>
Office paper bin set-up charge		\$94.98		\$7.60	<b>\$102.58</b>
	lbs/wk				
1-32 gallon can	28	\$13.45	\$5.34	\$1.50	<b>\$20.29</b>
2-32 gallon cans	56	\$26.91	\$10.68	\$3.01	<b>\$40.60</b>
3-32 gallon cans	84	\$40.43	\$16.02	\$4.52	<b>\$60.97</b>
4-32 gallon cans	112	\$53.89	\$21.35	\$6.02	<b>\$81.26</b>
5-32 gallon cans	140	\$67.36	\$26.69	\$7.52	<b>\$101.57</b>
6-32 gallon cans	168	\$80.84	\$32.03	\$9.03	<b>\$121.90</b>
1 commercial toter	65	\$19.56	\$12.39	\$2.56	<b>\$34.51</b>
2 commercial toters	130	\$39.06	\$24.79	\$5.11	<b>\$68.96</b>
3 commercial toters	195	\$58.63	\$37.18	\$7.66	<b>\$103.47</b>
4 commercial toters	260	\$78.18	\$49.57	\$10.22	<b>\$137.97</b>
5 commercial toters	325	\$97.69	\$61.97	\$12.77	<b>\$172.43</b>
6 commercial toters	390	\$117.26	\$74.36	\$15.33	<b>\$206.95</b>
<b>C&amp;D DEBRIS BOXES</b>					
	lbs/yd				
15 yard	272	\$177.90	\$179.52	\$28.59	<b>\$386.01</b>
20 yard	272	\$184.79	\$239.36	\$33.93	<b>\$458.08</b>
30 yard	272	\$197.14	\$359.04	\$44.49	<b>\$600.67</b>
33 yard	272	\$197.97	\$394.94	\$47.43	<b>\$640.34</b>
40 yard	272	\$213.62	\$478.72	\$55.39	<b>\$747.73</b>
50 yard	272	\$235.62	\$598.40	\$66.72	<b>\$900.74</b>
<b>COMMERCIAL DEBRIS BOXES</b>					
	lbs/yd				
15 yard	272	\$177.90	\$179.52	\$28.59	<b>\$386.01</b>
20 yard	272	\$184.79	\$239.36	\$33.93	<b>\$458.08</b>
30 yard	272	\$197.14	\$359.04	\$44.49	<b>\$600.67</b>
33 yard	272	\$197.97	\$394.94	\$47.43	<b>\$640.34</b>
40 yard	272	\$213.62	\$478.72	\$55.39	<b>\$747.73</b>
50 yard	272	\$235.62	\$598.40	\$66.72	<b>\$900.74</b>
<b>TEMPORARY BINS</b>					
	lbs/yd				

Service Level	lbs/wk	Service	Disposal	Surcharge	Total
5 yard	150	\$89.84	\$33.00	\$9.83	<b>\$132.67</b>
6 yard	150	\$92.48	\$39.60	\$10.57	<b>\$142.65</b>
7 yard	150	\$95.13	\$46.20	\$11.31	<b>\$152.64</b>
CD TEMPORARY BINS					
7 yard	150	\$95.13	\$46.20	\$11.31	<b>\$152.64</b>
CONCRETE BINS					
6 yard	1890	\$256.52	\$340.20	\$47.74	<b>\$644.46</b>
9 yard	1890	\$320.43	\$510.30	\$66.46	<b>\$897.19</b>
COMPACTOR RATES *					
10-15 yards		\$201.88			
16-20 yards		\$217.39			
21-30 yards		\$232.93			
31-40 yards		\$248.45			
41-50 yards		\$263.98			
WOOD RECYCLING DEBRIS BOXES					
15 yard	345	\$172.73	\$142.31	\$25.20	<b>\$340.24</b>
20 yard	345	\$179.39	\$189.75	\$29.53	<b>\$398.67</b>
30 yard	345	\$191.40	\$284.63	\$38.08	<b>\$514.11</b>
40 yard	345	\$207.39	\$379.50	\$46.95	<b>\$633.84</b>

**\* PLUS:**

- 1) TOTAL TRAVEL MILEAGE TIMES \$1.59 PER MILE (effective July 1, 2021 w/ 1.50% COLA)
- 2) LANDFILL FEES AS CHARGED AT THE LANDFILL.
- 3) COUNTY FRANCHISE FEE.

## TRANSFER STATION FEES

	lbs/yard	Service	Disposal	Fee Surcharge	Total Fee	Rounded Fee
1 yard	272	\$4.69	\$11.97	\$1.33	\$17.99	<b>\$18.00</b>
1/2 yard	272	\$2.33	\$5.98	\$0.67	\$8.98	<b>\$9.00</b>
Tires	lbs/tire					
car	43	\$0.22	\$4.52	\$0.38	\$5.11	<b>\$5.25</b>
truck	114	\$7.56	\$11.97	\$1.56	\$21.09	<b>\$21.25</b>
tractor	350	\$47.42	\$36.75	\$6.73	\$90.90	<b>\$91.00</b>
Euclid	1000	\$31.18	\$105.00	\$10.89	\$147.07	<b>\$147.25</b>
	lbs/item					
CFC appliances		\$28.98	\$38.00	\$5.36	\$72.34	<b>\$72.50</b>
appliances <sup>(1)(2)</sup>		\$11.63	\$8.25	\$1.59	\$21.47	<b>\$21.50</b>
mattresses	54	\$14.39	\$2.38	\$1.34	\$18.11	<b>\$18.25</b>
box springs	51	\$14.54	\$2.24	\$1.35	\$18.13	<b>\$18.25</b>
	lbs/yard					
1 yard sheet rock	387	\$6.25	\$17.03	\$1.86	\$25.14	<b>\$25.25</b>
1 yard roofing	546	\$6.54	\$24.02	\$2.45	\$33.01	<b>\$33.00</b>
1 yard compacted	680	\$7.50	\$29.92	\$2.99	\$40.41	<b>\$40.50</b>
1 yard dirt/trash	816	\$10.34	\$35.90	\$3.70	\$49.94	<b>\$50.00</b>

## FRANCHISE AREA 4 PARCEL FEE

	lbs/ month	Service	Disposal	Fee Surcharge	Total Fee
Residential	267	\$7.95	\$11.73	\$1.57	\$21.25
Commercial	267	\$7.95	\$11.73	\$1.57	\$21.25
Mobile Home Park	267	\$7.95	\$11.73	\$1.57	\$21.25

FRANCHISE FEE:	8%	Tire Disposal:	\$210.00
COST OF LIVING:	0.00%	Appliance Disposal:	\$8.25
DISPOSAL COST:	\$88.00	CFC Appliance Disposal:	\$38.00

### NOTES:

1. The disposal component of the rates for appliances is based on the fee charged by the WPWMA to accept the item at their facility.
2. The fee charged for the acceptance of CRT's and TV's was rescinded at the WPWMA March 10, 2005 meeting.